



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-20010880
FOR
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM
(ACTIVITY #2 – FLEXIBLE HOUSING SUBSIDY FUNDS)**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-20010880 for California Emergency Solutions and Housing Program (Activity #2 - Flexible Housing Subsidy Funds) is made and entered into upon execution of all necessary signatures between Orange County United Way, a private non-profit corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, 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. 19-23-0065-CESH for California Emergency Solutions and Housing Program (Activity #2 - Flexible Housing Subsidy Funds), effective December 1, 2019 through July 31, 2021, in an amount not to exceed \$400,500 (“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 19-23-0065-CESH to MA-042-20010880, 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 renew the Contract for twenty-three months 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 twenty-three (23) months, effective August 1, 2021 through June 30, 2023, in an amount not to exceed \$250,000 for this renewal period, for a new amount not to exceed \$650,500; 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**

Orange County United Way (“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 Subsidy Funds program shall serve households experiencing literal homelessness by providing housing subsidies in addition to other benefits and services as provided by the WelcomeHomeOC Program. These services provide eligible participants connection to the most appropriate level of care and help secure and maintain permanent housing (“Program”). 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 and individuals experiencing homelessness. For the purposes of the Program, families and individuals 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 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 individuals and families experiencing homelessness. Funds used for purposes of the Program may support rental assistance, property owner incentives, holding fees, or housing stabilization services. 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 U.S. Department of Housing and Urban Development (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, 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 those experiencing homelessness, including individualized evaluation of needs, housing case management services 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 and individuals 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 subsidy funds to landlord on behalf of families and individuals experiencing homelessness to secure permanent housing, increased stability, and connections to community resources and mainstream benefits through the WelcomeHomeOC Program. These include:
 - a. Property owner signing bonuses and unit provision bonuses
 - b. Recruiting new property owners to participate in the Program
 - c. Property owner incentives, such as security deposits not to exceed two months of rent and holding fees while unit inspections are completed and participants move into housing.
 - d. Rental unit identification and acquisition, including property owner recruitment, management, and retention
 - e. Housing search, navigation, and placement
 - f. Holding fees should not exceed 60 days for any one specific rental unit or household searching for housing. The maximum of 60 days includes a maximum of 21 days for a rental unit not allocated to a household searching for housing. The holding fees can only be paid for days the rental unit is being held for a household being served through the Program.
 - g. Risk mitigation funds to property owners as needed
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 housing stability
6. Participant households assisted through this Program must secure permanent housing during the period of August 1, 2021, to July 31, 2022. Only housing stability case management may be provided from August 1, 2022 to June 30, 2023.
7. Maintain a case management ratio of one Case Manager to 25 participants (1:25) for Program quality of services, positive outcomes, and program efficacy.
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 individuals 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 and individuals; meet CES

requirements of 24 CFR part 576.400(d) or 24 CFR part 578.7(a)(8) and related HUD requirements. Contractor is to receive Participant referrals from the CES and, if needed, coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing Authorities. CES referrals will include people who are experiencing homelessness and completed the CES Assessment, provided needed verifications, and have been issued a federal housing choice voucher.

B. Administrative Management Requirements

Contractor shall:

1. Work in partnership with County and other partners to be a Good Neighbor to the surrounding community and be responsive to community concerns.
2. Work in partnership with County and other partners to market the Program and communicate the benefits of the Program.
3. Take appropriate action for behavioral and medical health emergencies.
4. Operate, maintain, coordinate and staff the resources of the Program.
5. Provide supplies and equipment for the ongoing operations of the Program as needed.
6. Track Program costs and ensure they are eligible for payment.
7. Review all billings and assure Program payments are timely, if applicable.
8. Provide training and direction on Program services to staff, engaged community groups and volunteers, as needed.
9. Complete reports on eligible Program activities, unduplicated individuals served and costs of operation, as requested by County.
10. 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 will also 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:

Flexible Housing Subsidy Funds Performance Metrics	
10	Minimum number of recruited landlords or property owners to participate in the Program
14	Minimum unduplicated number of households experiencing homelessness to be served
14	Minimum unduplicated number of unsheltered households experiencing homelessness to be served
45	Average length time (in days) enrolled in the Program before participant secures

	permanent housing
95%	Minimum % of households who will remain in permanent housing at Program exit
95%	Of those that exit to permanent housing, a minimum % of households who remain in permanent housing after six (6) months of Program exit

1. HMIS Data Activities

Contractor and County-approved subcontracted service provider partners 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, the generation of all mandated monthly and close-out reports.

- a. Contractor and County-approved subcontracted service provider partners 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 and County-approved subcontracted service provider partners' 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.
- d. Contractor shall maintain access to HMIS to provide oversight to County-approved subcontracted service provider partners.

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. These reports shall include, but are not limited to, the following:

- a. Number of households and persons experiencing homelessness served
- b. Number of households and persons experiencing unsheltered homelessness served
- c. The average length of time spent experiencing homeless before Program enrollment
- d. The average length of time (in days) enrolled in the Program before participant secures permanent housing
- e. The length of time served during Program enrollment
- f. The number of households and persons exiting the Program to permanent housing
- g. The number of households and persons that return to homelessness after exiting the Program
- h. Tracking log of activities and timeframes associated with holding fees provided through 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 data reporting, other performance and financial reports and federal standards. In the event that performance consistently remains below the minimum requirement thresholds of the performance criteria in Sections 2.A. and 2.C., 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 County contracts.
- c. As requested by County, Contractor shall submit all monitoring documentation necessary to ensure that Contractor is in continued compliance with Contract requirements. 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 staff of the Program on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

ATTACHMENT C-1
BUDGET SCHEDULE

Orange County United Way – CESH Activity #2 Flexible Housing Subsidy Funds

PROGRAM COSTS	
Salaries and Benefits	\$194,400.00
Services & Supplies	\$122,600.00
Subcontractors	\$333,500.00
SUBTOTAL PROGRAM COSTS	\$650,500.00
TOTAL COSTS	\$650,500.00

ATTACHMENT D-1**STAFFING PLAN****Orange County United Way – CESH Activity #2 Flexible Housing Subsidy Funds**

	FTE
PROGRAM	
Evaluation Specialist	0.16
WHOC Program Specialist	0.60
SUBTOTAL PROGRAM	0.76
TOTAL	0.76

*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: ORANGE COUNTY UNITED WAY

Emilee Tello	CFO
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Emilee Tello</i>	5/12/2021
<small>DAA4A4D855C4427...</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	<u>Deputy Purchasing Agent</u> 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>	5/12/2021
<small>9713A4061D4343D...</small>	_____ Date