

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 6th day of June, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **HOUSING AUTHORITY OF THE COUNTY OF FRESNO**, a Public Body, Corporate and Political whose address is 1331 Fulton Mall, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-15-072, effective February 24, 2015, as amended by COUNTY's Amendment I, effective July 1, 2015, hereinafter referred to collectively as Agreement No. A-15-072, for California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP), authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014); and

WHEREAS, the parties desire to amend Agreement No. A-15-072 regarding changes as stated below.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That all references in Agreement No. A-15-072 to the "Fresno Housing Authority" shall be changed to read "Housing Authority of the County of Fresno".

2. That Agreement No. A-15-072, Section Two (2), Page One (1), beginning with Line Twenty-Two (22), with the number "2," and ending on Line Twenty-Five (25) with the word "forth," be deleted and the following inserted in its place:

"2. TERM

This Agreement shall become effective on the 24th day of February, 2015 and shall terminate on the 30th day of June, 2018. This Agreement may be extended for one (1) subsequent twelve (12) month period upon the written approval of both parties no later than thirty (30) days prior to June 30, 2018. The DSS Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance."

3. That Agreement No. A-15-072, Section Four (4), Page Three (3), beginning with Line Five (5), with the word "In" and ending on Line Twelve (12) with the word "CONTRACTOR," be

1 deleted and the following inserted in its place:

2 “In no event shall the cumulative total of this Agreement exceed Three Million, Nine
3 Hundred Thirty-Seven Thousand, Six Hundred Eighteen and No/100 Dollars (\$3,937,618.00). For the
4 period of February 24, 2015 to June 30, 2015, in no event shall services performed under this
5 Agreement be in excess of Seven Hundred Eighty-Five Thousand, Seven Hundred Twenty-Five and
6 No/100 Dollars (\$785,725.00). For the period of July 1, 2015 to June 30, 2016, in no event shall
7 services performed under this Agreement be in excess of Eight Hundred Seventy-One Thousand, Eight
8 Hundred Ninety-Three and No/100 Dollars (\$871,893.00). For the period of July 1, 2016 to June 30,
9 2017, in no event shall services performed under this Agreement be in excess of Eight Hundred Forty
10 Thousand and No/100 Dollars (\$840,000.00). For the period of July 1, 2017 to June 30, 2018, in no
11 event shall services performed under this Agreement be in excess of Seven Hundred Thirty Thousand
12 and No/100 Dollars (\$730,000.00). For the period of July 1, 2018 to June 30, 2019, in no event shall
13 services performed under this Agreement be in excess of Seven Hundred Ten Thousand and No/100
14 Dollars (\$710,000.00). It is understood that all expenses incidental to CONTRACTOR’s performance
15 of services under this Agreement shall be borne by CONTRACTOR.”

16 4. That Agreement No. A-15-072, Section Twenty-Eight (28), Page Fourteen (14),
17 beginning with Line Twenty-Three (23), with the number “28” and ending on Page Fifteen, Line Ten
18 (10) with the word “Collector,” be deleted and the following inserted in its place:

19 **“28. SINGLE AUDIT CLAUSE**

20 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
21 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to
22 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
23 in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
24 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include
25 a statement of findings or a statement that there were no findings. If there were negative findings,
26 CONTRACTOR must include a corrective action plan signed by an authorized individual.
27 CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a
28 result of such audit. Such audit shall be delivered to COUNTY’s Department of Social Services

Administration, for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or CONTRACTOR's only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's Department of Social Services, Accounting Office for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later."

5. That all references in Agreement No. A-15-072 to Revised Exhibit A shall be changed to read "Exhibit A-1," attached hereto and incorporated herein by this reference.

6. That all references in Agreement No. A-15-072 to Revised Exhibit B shall be changed to

1 read "Revised Exhibit B and Exhibit B-1." Exhibit B-1 is attached hereto and incorporated herein by
2 this reference.

3 7. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend
4 Agreement No. A-15-072 and, that upon execution of this Amendment II, the original Agreement,
5 Amendment I and this Amendment II, shall together be considered the Agreement.

6 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
7 conditions and promises contained in this Agreement not amended herein shall remain in full force
8 and effect. This Amendment II shall become effective July 1, 2017.

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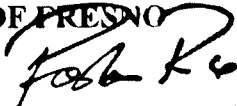
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement
2 as of July 1, 2017.

3 ATTEST:

4 **CONTRACTOR:**
5 **HOUSING AUTHORITY OF THE**
6 **COUNTY OF FRESNO**

7 By: 

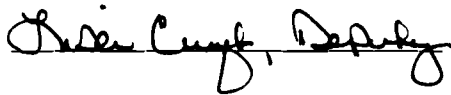
8 Print Name: Preston Prince

9 Title: CEO/Executive Director
10 Chairman of the Board, or
11 President, or any Vice President

COUNTY OF FRESNO

By: 
Brian Pacheco, Chairman and/or
Sal Quintero, Vice-Chairman
Board of Supervisors

12
13 BERNICE E. SEIDEL, Clerk
14 Board of Supervisors

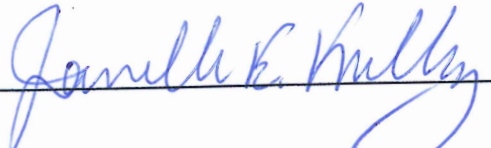
15
16 By: 

20
21 **PLEASE SEE ADDITIONAL**
22 **SIGNATURE PAGE ATTACHED**

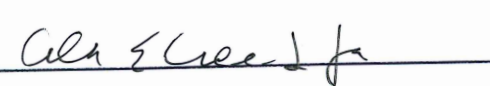
23 Mailing Address:

24 Housing Authority of the County of Fresno
25 1331 Fulton Mall
26 Fresno, CA 93721
27 Phone No.: (559) 443-8400
28 Contact: Executive Director

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By: 

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARICA, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By: 

11
12 DEPARTMENT OF SOCIAL SERVICES
13 REVIEWED AND RECOMMENDED FOR APPROVAL

14
15
16 By: 

17 Delfino E. Neira, Director
18 Department of Social Services

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20 Fund/Subclass: 0001/10000
21 Organization: 56107001
22 Account/Program: 7870/0

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24 DEN:lm
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Summary of Services

ORGANIZATION: Housing Authority of the County of Fresno

ADDRESS: 1331 Fulton Mall, Fresno, CA 93721

CONTACT: Doreen Eley, Assisted Housing Manager
(559) 443-8400

SERVICES: CalWORKs Housing Support Program

CONTRACT PERIOD AND AMOUNTS: February 24, 2015 through June 30, 2015 (\$785,725.00)
July 1, 2015 through June 30, 2016 (\$871,893.00)
July 1, 2016 through June 30, 2017 (\$840,000.00)
July 1, 2017 through June 30, 2018 (\$730,000.00)
July 1, 2018 through June 30, 2019 (\$710,000.00)

CONTRACT AMOUNT: \$3,937,618.00

SUMMARY OF SERVICES:

The Housing Authority of the County of Fresno (Housing Authority) shall provide a California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) which will include activities designed to rapidly re-house families who are experiencing homelessness and are referred for services. Rapid re-housing is a strategy that has been proven effective in ending homelessness and includes services designed to help those experiencing homelessness to be quickly re-housed and stabilized. Services include case management, financial assistance, and housing and relocation services.

The Housing Authority, as the operator of the Housing and Urban Development (HUD) mandated Homeless Management Information System (HMIS) for Fresno and Madera Counties, will provide HMIS services to collect CalWORKs HSP data. The HMIS program is used for the collection of unduplicated data on services provided to individuals and families.

TARGET POPULATION:

This program will provide services to households with children residing in Fresno County who are receiving CalWORKs and seeking homeless assistance.

CONTRACTOR RESPONSIBILITIES:

The Housing Authority shall provide a CalWORKs Housing Support Program offering services listed in this exhibit to clients referred and accepted to the program. When a referral is received, the Housing Authority shall review the referral, conduct an intake assessment, and provide services accordingly.

All families assisted through this program will be administered a Family Vulnerability Index and Service Prioritization Decision Assistance Tool (F-VI-SPDAT) prior to service commencement. Additionally, each assisted family will utilize the Fresno Madera Continuum of Care's Coordinated Assessment Housing Match system which will standardize the access and assessment process for coordinating referrals and providing assistance.

The Housing Authority shall provide the following services:

1. Case Management Services: This project will employ a case manager whose primary responsibilities will be:
 - Development of an Individual Service Plan;
 - Assistance in finding and maintaining housing;
 - Coordination of services with relevant providers; and
 - Provision of supports necessary to foster self-sufficiency.

Project participants will be required to meet with a case manager at least monthly while being provided financial assistance. Additional supports for participants will come from community partners within the Fresno Madera Continuum of Care (FMCoC), Emergency Solutions Grant (ESG) partners and Fresno County school districts including Fresno Unified School District.

The Individual Service Plan will be primarily developed by the information gathered from the F-VI-SPDAT; however, additional measures may be used. Case management is meant to quickly foster self-sufficiency such that homelessness does not reoccur. As such, primary reasons for homelessness will be discussed and plans for resolution made. Case notes will be updated monthly with progress and/or barriers noted. Reassessment of need for housing support will occur every six months. Participants will be referred to relevant and appropriate community partners based on both F-VI-SPDAT information and subsequent needs/desires of the family.

As a tenant based rental assistance program, households will exercise choice in housing location throughout the City and County of Fresno. Housing choice is a better predictor of housing stability and retention as families will take advantage of natural support amenities – e.g. educational opportunities for themselves and their children. Project participants will be assigned a Housing Navigator who will assist in housing search most suitable to the needs and desires of the family. The Housing Navigator will also advocate on the family's behalf with property managers/landlords, and assist with understanding of lease and tenant/landlord responsibilities.

2. Financial Assistance: Provide financial assistance including, but not limited to the following:
 - Rental Assistance
 - o Full Monthly Rental Subsidy
 - o Partial Monthly Rental Subsidy
 - Security Deposits
 - Utility Deposits
 - Utility Payments
 - Moving Costs
 - Motel or Hotel Stay
 - Paid Shelter Costs
 - Costs to Make Home Habitable (e.g. appliances and furniture, if necessary)
3. Housing and Relocation Services: Provide services including, but not limited to the following:
 - Landlord Engagement
 - Housing Search and Placement
 - Credit Repair
4. Homeless Management Information System (HMIS):
 - Each participant will be entered into HMIS at program entry, for each contact and at program exit, as mandated by HUD.
 - The Fresno Housing Authority will oversee the coordination of technical and support services to verify the HMIS program performance and insure that all participants are entered into HMIS. Housing Authority will provide reports as requested by County.

PERFORMANCE MEASUREMENTS:

Overall Service Objective:

The Housing Authority shall provide rapid rehousing services to assist CalWORKs families in need of housing assistance.

Specific Performance Measurements:

For the contract periods, the Housing Authority shall meet the following performance measurements and levels:

PERFORMANCE OUTCOMES:

For each contract period:

- Provide Housing Support services to 70 Households or 350 Participants.
- 100% of participating families will exit the program to permanent housing.
- 65% of participating families will retain their housing 6 months after exiting the program.

**BUDGET SUMMARY
FY 2017-18**

ORGANIZATION: Housing Authority of the County of Fresno

SERVICES: CalWORKs Housing Support Program

CONTRACT PERIOD: July 1, 2017 – June 30, 2018 (12 months)

CONTRACT AMOUNT: \$730,000.00

<u>BUDGET CATEGORIES</u>	<u>AMOUNT</u>
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RAPID RE-HOUSING

Rental Assistance	\$365,000.00
Security Deposits	\$110,000.00
Utility Deposits	\$5,000.00
Utility Payments	\$15,000.00
Motel/Hotel Vouchers	\$80,000.00

Subtotal	\$575,000.00
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HOUSING & RELOCATION SERVICES

Case Management	\$70,000.00
Housing Search and Placement	\$30,000.00

Subtotal	\$100,000.00
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HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

HMIS Services	\$55,000.00
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Subtotal	\$55,000.00
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TOTAL	\$730,000.00
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**BUDGET SUMMARY
FY 2018-19**

ORGANIZATION: Housing Authority of the County of Fresno
SERVICES: CalWORKs Housing Support Program
CONTRACT PERIOD: July 1, 2018 – June 30, 2019 (12 months)
CONTRACT AMOUNT: \$710,000.00

<u>BUDGET CATEGORIES</u>	<u>AMOUNT</u>
<u>RAPID RE-HOUSING</u>	
Rental Assistance	\$365,000.00
Security Deposits	\$110,000.00
Utility Deposits	\$5,000.00
Utility Payments	\$15,000.00
Motel/Hotel Vouchers	\$80,000.00
Subtotal	\$575,000.00
<u>HOUSING & RELOCATION SERVICES</u>	
Case Management	\$70,000.00
Housing Search and Placement	\$30,000.00
Subtotal	\$100,000.00
<u>HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)</u>	
HMIS Services	\$35,000.00
Subtotal	\$35,000.00
TOTAL	\$710,000.00