

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, 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 each contractor listed in Exhibit A-2, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR," and any such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as Agreement No. 15-075, effective February 24, 2015, to administer and implement the Emergency Solutions Grant (ESG); and

WHEREAS, the parties now desire to amend Agreement No. A-15-075 regarding changes as stated below.

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

1. That existing Agreement No. 15-075, Section Two (2), Page Two (2), beginning on Line Twelve (12) with the number "2" and ending on Page Two (2), Line Twenty (20) with the word "Agreement" be deleted in its entirety and the following inserted in its place:

"2. TERM

This Agreement shall become effective on the 24th of February, 2015 and shall terminate on the 30th of June, 2018.

Each CONTRACTOR added to this Agreement after the execution of this Agreement by all parties shall become part of the Agreement, effective upon the date executed, by the CONTRACTOR's Signature Page being received and approved by the COUNTY's DSS Director or designee, as set for in Section One (1) B and Section Twelve (12) of this Agreement.

The June 30, 2018 termination date specified herein shall be the termination date for all CONTRACTORS, regardless of when CONTRACTOR is added to this Agreement."

1 2. That existing Agreement No. 15-075, Section Four (4), Page Three (3), beginning on
2 Line Twenty Three (23) with the word "CONTRACTOR" and ending on Page Three (3), Line Twenty
3 Four (24) with "24 CFR 576.201" be deleted in its entirety and the following inserted in its place:

4 "COUNTY will provide the dollar for dollar match as required in 24 CFR 576.201."

5 3. That the existing COUNTY Agreement No. A-15-075, Section Four (4), Page Three (3),
6 beginning with Line Twenty-Seven (27), with the word "In" and ending on Page Four (4), Line Two
7 (2) with the word "CONTRACTOR," be deleted and the following inserted in its place:

8 "For the period February 24, 2015 through June 30, 2017, in no event shall services
9 performed under this Agreement be in excess of One Hundred Fifteen Thousand Two Hundred Forty
10 and 00/100 Dollars (\$115,240.00). For the period July 1, 2017 through June 30, 2018, in no event shall
11 services performed under this Agreement be in excess of Sixty Thousand and 00/100 Dollars
12 (\$60,000.00). The cumulative total of this Agreement shall not be in excess of One Hundred Seventy
13 Five Thousand Two Hundred Forty and No/100 Dollars (\$175,240.00). It is understood that all
14 expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne
15 by CONTRACTOR."

16 4. That the following shall be added to the existing COUNTY Agreement No. A-15-075, at
17 Page Sixteen (16), beginning with Line Twenty Eight (28):

18 **"30. SINGLE AUDIT CLAUSE**

19 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
20 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to
21 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
22 in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
23 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include
24 a statement of findings or a statement that there were no findings. If there were negative findings,
25 CONTRACTOR must include a corrective action plan signed by an authorized individual.
26 CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a
27 result of such audit. Such audit shall be delivered to COUNTY's Department of Social Services,
28 Administration, for review within nine (9) months of the end of any fiscal year in which funds were

1 expended and/or received for the program. Failure to perform the requisite audit functions as required
2 by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's
3 option, contracting with a public accountant to perform said audit, or, may result in the inability of
4 COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this
5 Agreement are the sole responsibility of CONTRACTOR.

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

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

25 4. That all references in existing COUNTY Agreement No. A-15-075 to Exhibit A-1 be
26 replaced with Exhibit A-2, that all references to Exhibit B be replaced with Exhibit B-2, that all
27 references to Exhibit C be replaced with Exhibit C-2, and that all references to Exhibit D be replaced
28 with Exhibit D-2 , which are attached hereto and incorporated herein by this reference.

1 5. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
2 COUNTY Agreement No. 15-075 and, that upon execution of this Amendment I, the original
3 Agreement and Amendment I together shall be considered the Agreement.
4 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
5 conditions and promises contained in the Agreement and not amended herein shall remain in full force
6 and effect. This Amendment I shall become effective July 1, 2017.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

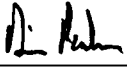
26 ///

27 ///

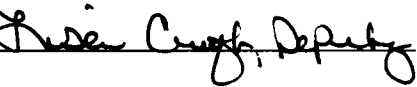
28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the first day and year first hereinabove written.

3
4 **COUNTY OF FRESNO**

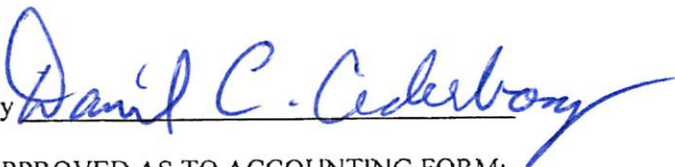
5
6 By 
7 Brian Pacheco, Chairman, and/or
8 Sal Quintero, Vice-Chairman
Board of Supervisors

9
10 BERNICE E. SEIDEL, Clerk
11 Board of Supervisors

12
13 By 

14
15 **PLEASE SEE ADDITIONAL**
16 **SIGNATURE PAGES ATTACHED**

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

3
4 By 

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

8
9 By 

10 REVIEWED AND RECOMMENDED FOR
11 APPROVAL:

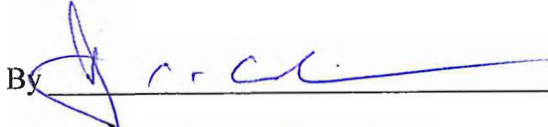
12
13 By 
14 Delfino E. Neira, Director
15 Department of Social Services

16
17
18 Fund/Subclass: 0001/10000
19 Organization: 56107001
20 Account/Program: 7870/0

21
22
23 DEN:lm
24
25
26
27
28

1 **CONTRACTOR:**

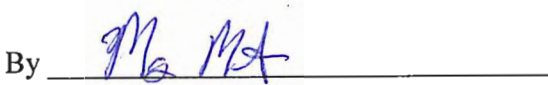
2 **MARJAREE MASON CENTER**

3
4 By 

5 Print Name Don Adams

6
7 Title Board President

8 Chairman of the Board, or President
9 or any Vice President

10 By 

11
12 Print Name Marcus Martin

13
14 Title Director of Finance

15 Secretary (of Corporation), or any
16 Assistant Secretary, or Chief Financial
17 Officer, or any Assistant Treasurer

18 Mailing Address:
19 1600 M Street
20 Fresno, CA 93721

21 Contact: Marcus Martin
22 Telephone: (559) 487-1304
23
24
25
26
27
28

1 **CONTRACTOR:**

2 **TURNING POINT OF CENTRAL**

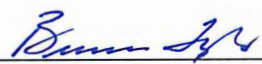
3 **CALIFORNIA, INC.**

4
5 By 

6 Print Name Raymond R. Banks

7
8 Title Chief Executive Officer

9 Chairman of the Board, or President
10 or any Vice President

11 By 

12
13 Print Name Bruce Tyler

14
15 Title Chief Financial Officer

16 Secretary (of Corporation), or any
17 Assistant Secretary, or Chief Financial
18 Officer, or any Assistant Treasurer

19 Mailing Address:

20 P.O. Box 7447

21 Visalia, CA 93290

22 Contact: Jody Ketcheside

23 Telephone: (559) 233-2663 x7310

Amendment I to Master Agreement for Rapid Re-housing Services

1 CONTRACTOR:

2 WESTCARE CALIFORNIA, INC.

3 By Shawn A. Jenkins

4
5 Print Name Shawn A. Jenkins

6
7 Title Sec VP
8 Chairman of the Board, or President
or any Vice President

9 Attesting to authority pursuant to
Resolution WCCA 2017-01

10 By Jim Hanna 05/17/2017

11
12 Print Name JIM HANNA

13
14 Title Corporate Secretary / General Counsel
15 Secretary (of Corporation), or any
16 Assistant Secretary, or Chief Financial
Officer, or any Assistant Treasurer

17
18 Mailing Address:
19 P.O. Box 12107
20 Fresno, CA 93776

21 Contact: Shawn Jenkins
22 Telephone: (559) 251-4800 x20902

23 Service Site Address: 1505 N. Chestnut Avenue
24
25
26
27
28

Department of Social Services

Contracted Rapid Re-Housing Financial Assistance Services Providers

1. WestCare California, Inc
2. Turning Point of Central California, Inc.
3. Marjaree Mason Center

*EMERGENCY SOLUTIONS GRANT MASTER AGREEMENT
SUMMARY OF SERVICES*

Services:	Rapid Re-Housing financial assistance services
Contract Amount:	February 24, 2015 to June 30, 2017– \$115,240.00 July 1, 2017 to June 30, 2018–\$60,000.00

DEFINITIONS OF ELIGIBLE RECIPIENTS FOR FINANCIAL ASSISTANCE

Homeless – An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Fleeing or Attempting to flee domestic violence - Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Fresno Madera Continuum of Care (FMCoC) member in good standing – An organization who:

1. Is current on membership dues (not compensated through this Agreement) and;
2. Maintains a minimum attendance rate of 75% of all FMCoC Director's meetings.

INTRODUCTION

The County of Fresno Department of Social Services (DSS) has established this Master Agreement with qualified Contractors to provide Emergency Solutions Grant (ESG) funded Rapid Re-Housing financial assistance services (including rental assistance), as listed under “Cores Services”, to eligible recipients within Fresno County.

Any changes to Core Services being provided shall be approved in writing by County's DSS Director or designee.

GENERAL REQUIREMENTS FOR ALL CONTRACTORS

All Contractors shall:

1. Abide by all Federal Department of Housing and Urban Development rules and regulations governing the ESG program procedures.
2. Keep apprised of legislative and programmatic changes affecting ESG to the extent that such changes affect the provision of services under this Master Agreement and train appropriate staff promptly.
3. Require all staff and volunteers who may potentially gain access to an individual's confidential consumer information (including personally identifiable information, federal tax information, or any other information as required by federal law) to sign and abide by a confidentiality statement and abide by all best practices for security and privacy of such information.
4. Use personally identifiable information gathered in the provision of Rapid Re-Housing financial assistance services only for the purposes of providing said services.
5. Become and/or remain a paid member in good standing of FMCoC (see definitions).
6. Coordinate with the County, FMCoC, and other organizations as deemed necessary by the County.
7. Enter required client data into the Homeless Management Information System and have a rating of 100% completeness by the 20th day of subsequent month for preceding month's clients.
8. Provide invoices submitted for compensation no later than the tenth (10th) day of the month following the month in which services were provided.
9. Provide verification of all costs incurred for each month's invoice, including but not limited to rental agreements, rental applications, utility bills, receipts, etc.
10. Only provide financial assistance or other services to clients who have gone through the Coordinated Assessment Housing Match (CAHM) system. (Compensation will not be provided for services rendered to clients who did not go through the CAHM system).
11. Enter all services provided into the Homeless Management Information System (HMIS).
 - a. An Agreement with the Fresno Housing Authority may be required for access to HMIS. Expenses incurred for obtaining HMIS access and use will not be compensated through this Agreement.

CORE SERVICES:

All Contractors providing ESG funded Rapid Re-Housing financial assistance services will identify which of the following financial assistance services will be provided:

1. **Rental application fees:** ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.

2. **Security deposits:** ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
3. **Last month's rent:** If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent.
4. **Utility deposits:** ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
5. **Utility payments:** ESG funds may be used to pay for utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service; however this shall only be provided one time per client (example: if a client receives utility payments for 3 months of utility payments in arrears, he or she may not receive utility payments on a separate occasion for another 3 months). A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 7 months (1 month of current utility payments and 6 months in arrears) of utility assistance within the contract period.
6. **Moving costs:** ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

Contractors may provide multiple financial assistance services listed above and may submit requests in writing to the DSSASU@co.fresno.ca.us mailbox to change financial assistance categories intended to provide at any such time as approved by the DSS Director or designee. Any request to modify list of financial assistance categories provided must be approved by the DSS Director or designee.

REPORTING REQUIREMENTS:

1. Track and report provided financial assistance services in sufficient detail as to satisfy accurate reimbursement claims and any such statistical reports as deemed necessary by DSS Director or designee.
2. Provide monthly copies of activity reports.
3. Provide any additional reports deemed necessary by DSS Director or designee.

COORDINATED ACCESS/VI-SPDAT:

1. Contractors must only provide services to clients who have been entered into CAHM, the County utilized coordinated access system.

2. Contractors must utilize the Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) for all clients who are provided services.
3. Compensation will not be provided for clients that were not entered into CAHM and VI-SPDAT.

COMPENSATION:

Contractors will be compensated for actual expenditures incurred. Supporting documentation verifying services rendered and costs incurred will be required at submission of monthly invoicing to the County.

Below are average costs for each service to be performed:

1. Rental application fees: average cost \$35
2. Security deposits: this will be based on the current Fair Market Rent Documentation System (FMR) and is subject to change. Contractors are responsible for obtaining current FMRs each year.
3. Last month's rent: average cost \$750
4. Utility deposits: average cost \$125
5. Utility payments: average cost \$250
6. Moving costs:
 - a. Truck rental: average cost \$100
 - b. Storage unit: average cost \$120 per month

COUNTY RESPONSIBILITIES

The County of Fresno Department of Social Services shall:

1. Meet with Contractor quarterly or as often as needed to resolve any issues.
2. Prepare and provide reporting templates to Contractors by no later than forty-five (45) days after execution.
3. Provide 100% match for ESG funds provided through this contract.

ESG FY 2016 Income Limits

Fresno County 2016 Median Income level	FY 2016 Income Limit Category	Number of Persons in the Family							
		1	2	3	4	5	6	7	8
\$49,500.00	Extremely Low (30%) Income Limits*	\$12,400.00	\$16,020.00	\$20,160.00	\$24,300.00	\$28,440.00	\$32,580.00	\$36,550.00	\$38,900.00

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

<https://www.huduser.gov/portal/datasets/il/il16/index.html>

ESG FY 2014 Income Limits

Fresno County 2014 Median Income level	FY 2014 Income Limit Category	Number of Persons in the Family							
		1	2	3	4	5	6	7	8
\$48,700.00	Extremely Low (30%) Income Limits	\$11,500.00	\$13,150.00	\$14,800.00	\$16,400.00	\$17,750.00	\$19,050.00	\$20,350.00	\$21,650.00

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

Date Published: August 2014

ESG Certifications

The Emergency Solutions Grant Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the CONTRACTOR will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the CONTRACTOR will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the CONTRACTOR will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Cost – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the CONTRACTOR will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the CONTRACTOR serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The CONTRACTOR will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local and private assistance available for such individuals.

Confidentiality – The CONTRACTOR has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the CONTRACTOR will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the CONTRACTOR undertakes with assistance under ESG are consistent with the COUNTY’s consolidated plan.

Discharge Policy – The CONTRACTOR will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.