

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, hereinafter referred to as Amendment No. 1, is made and entered into this 21st day of June, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and CENTRO LA FAMILIA ADVOCACY SERVICES, INC., a California private non-profit corporation, whose address is 302 Fresno Street, Suite 102, Fresno, CA 93706, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 20-356, effective September 22, 2020, hereinafter referred to collectively as COUNTY's Agreement No. 20-356, for homeless services to child welfare families through the Bringing Families Home (BFH) Program; and

WHEREAS, COUNTY, has received an additional allocation of BFH funds through the California Department of Social Services (CDSS) to continue and expand homeless services for child welfare families through the BFH Program; and

WHEREAS, the COUNTY continues to have a significant population of homeless families in need of homeless services, and the parties desire to amend Agreement No. 20-356 to incorporate the changes as stated below and restate the Agreement in its entirety.

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

1. That all references in existing COUNTY Agreement No. 20-356 to the word "SUBRECIPIENT" shall be changed to read "CONTRACTOR", where appropriate.

2. That the existing COUNTY Agreement No. 20-356, Page Two (2), Section Two (2), beginning with Line One (1), with the number "2" and ending on Page Two (2), Section Two (2), Line Three (3) with the number "2022", be deleted and the following inserted in its place:

"2. TERM

The term of this Agreement shall commence on September 22, 2020 and terminate on

1 June 30, 2023 unless extended as hereinafter provided. This Agreement may be extended for one (1)
2 additional consecutive twelve (12) month period upon the written approval of both parties no later than
3 thirty (30) days prior to the first day of the twelve-month extension period. The DSS Director, or
4 designee, is authorized to execute such written approval on behalf of COUNTY based on
5 CONTRACTOR's satisfactory performance. The extension of this Agreement by the COUNTY is not a
6 waiver or compromise of any default or breach of this Agreement by the CONTRACTOR existing at
7 the time of the extension whether or not known to the COUNTY."

8 3. That the existing COUNTY Agreement No. 20-356, Page Three (3), Section Four (4),
9 beginning with Line Five (5), with the word "In" and ending on Page Three (3), Section Four (4), Line
10 Eight (8) with the word "COUNTY", be deleted and the following inserted in its place:

11 "In no event shall the compensation for services performed under this Agreement be in excess
12 of One Million Five Hundred Seven Thousand Six Hundred Sixty-Nine and No/100 Dollars
13 (\$1,507,669). For the period of September 22, 2020 through June 30, 2022, in no event shall
14 compensation for services performed under this Agreement be in excess of Four Hundred Eight
15 Thousand, Two Hundred Seventy-Five and No/100 Dollars (\$408,275). For the period of July 1, 2022
16 through June 30, 2023, in no event shall compensation for services performed under this Agreement
17 be in excess of Five Hundred Thousand and No/100 Dollars (\$500,000). For the period of July 1, 2023
18 through June 30, 2024, in no event shall compensation for services performed under this Agreement
19 be in excess of Five Hundred Ninety-Nine Thousand Three Hundred Ninety-Four and No/100 Dollars
20 (\$599,394). Payments by COUNTY shall be in arrears, for services provided during the preceding
21 month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices
22 by COUNTY."

23 4. That the following is added to existing County Agreement No. 20-356, Section Twelve
24 (12), beginning on Page Eight (8), Line Nineteen (19), just prior to Section Thirteen (13)
25 (RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS):

26 "CONTRACTOR gives the above agreement in consideration of and for the purpose of
27 obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that administrative
28 methods/procedures which have the effect of subjecting individuals to discrimination or defeating the

1 objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures
2 (MPP) Division 21, will be prohibited.

3 CONTRACTOR agrees to compile data, complete training, maintain records and submit
4 reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations
5 and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working
6 hours, to review such records, books and accounts as needed to ascertain compliance. If there are
7 any violations of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions
8 or other legal remedies in accordance with Welfare and Institutions Code section 10605, or
9 Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the
10 appropriate federal agency for further compliance action and enforcement of this section.
11

12 A. Employment Opportunity

13 CONTRACTOR shall comply with the COUNTY policy, and the Equal Employment
14 Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of
15 race, color, national origin, sex, religion, age, or handicapped status in employment practices. Such
16 practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion,
17 transfer, rates of pay or other forms of compensation, use of facilities and other terms and conditions
18 of employment.
19

20 B. Nepotism

21 Except by consent of the COUNTY'S DSS Director, or designee, no person shall be
22 employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board
23 of Directors or an officer of CONTRACTOR."

24 5. The parties agree that this Amendment may be executed by electronic signature as
25 provided in this section.

26 a. An "electronic signature" means any symbol or process intended by an
27 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
28 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and

1 transmitted (for example by PDF document) version of an original handwritten signature.

2 b. Each electronic signature affixed or attached to this Amendment is deemed
3 equivalent to a valid original handwritten signature of the person signing this Amendment for all
4 purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and
5 (2) has the same force and effect as the valid original handwritten signature of that person.

6 c. The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
8 2.5, beginning with section 1633.1).

9 d. Each party using a digital signature represents that it has undertaken and
10 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through
11 (5), and agrees that each other party may rely upon that representation.

12 e. This Amendment No. 1 is not conditioned upon the parties conducting the
13 transactions under it by electronic means and either party may sign this Amendment with an original
14 handwritten signature.

15 6. That all references in existing COUNTY Agreement No. 20-356 to Exhibit A shall be
16 changed to read "Revised Exhibit A," where appropriate, which is attached hereto and incorporated
17 herein by this reference.

18 7. That all references in existing COUNTY Agreement No. 20-356 to Exhibit B shall be
19 changed to read "Revised Exhibit B," where appropriate, which is attached hereto and incorporated
20 herein by this reference.

21 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
22 all which together constitute this Amendment.

23 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
24 provisions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

25 10. This Amendment No. 1 shall become effective July 1, 2022.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

ATTEST:

CONTRACTOR:
Centro La Familia Advocacy Services, Inc.

COUNTY OF FRESNO

By: Margarita A. Rocha

Brian Pacheco
Brian Pacheco, Chairman of the
Board of Supervisors of the County of Fresno

Print Name: Margarita A. Rocha

Title: Executive Director
Chairman of the Board, or
President, or any Vice President

ATTEST:
Bernice E. Seidel,
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Marc Young

By: Nyora Gonzalez

Print Name: Marc Young

Title: Accountant
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

Mailing Address:
302 Fresno Street, Suite 102,
Fresno, CA 93706

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

SKB:bed

SUMMARY OF SERVICES

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
ADDRESS: 302 Fresno Street, Suite 102, Fresno, CA 90706
TELEPHONE: (559) 237-2961
CONTACT: Margarita Rocha
EMAIL: mrocha@centrolafamilia.org
CONTRACT: Bringing Families Home
CONTRACT TERMS: September 22, 2020 to June 30, 2022
July 1, 2022 to June 30, 2023
July 1, 2023 to June 30, 2024 (applicable if term of Agreement is extended)

SUMMARY OF SERVICES

Centro La Familia Advocacy Services, Inc. (CLFA), will provide Bringing Families Home (BFH) services to County of Fresno Department of Social Services (DSS) families. Services are designed to house families involved in the child welfare system experiencing homelessness or who are at imminent risk of becoming homeless. The goal of BFH is to support family reunification, family maintenance, and housing stability in addition to preventing entry into foster care. CLFA shall provide housing financial assistance, housing navigation services, and case management, to help families obtain permanent housing, reunify, or maintain the family unit, and achieve long-term housing and family stability.

BFH program data will be entered into the Homeless Management Information System (HMIS) as part of the local homeless response system which enable CLFA to track services and make appropriate referrals to other services in the Coordinated Entry System.

TARGET POPULATION

BFH program services are for families involved in the child welfare system who are experiencing homelessness, are at risk of becoming homeless, or are unstably housed, as defined by the California Department of Social Services (CDSS). CLFA will provide services to families from the entire County of Fresno region, including both metro and rural areas.

HOUSING FIRST SERVICES

In accordance with California state law, State-funded programs for housing people experiencing homelessness must follow a Housing First model. All CLFA BFH activities must comply with the following Housing First requirements:

1. Low barriers to entry;
2. Intake process is expedited, family-centered, and flexible;
3. Access to housing is without preconditions;
4. Families are connected to permanent housing as early as possible in case planning;
5. Temporary housing/emergency shelter is offered;
6. Services are family-centered and delivered in accordance with evidence-based practices;
7. Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants; and

8. Every effort is made to prevent a return to homelessness.

PROGRAM COMPONENTS

FAMILY ENGAGEMENT

CLFA shall assertively engage enrolled families and be proactive in its efforts and adaptive when responding to the needs of families. CLFA will utilize successfully proven interviewing techniques, evidence-based intervention(s) and work creatively and collaboratively with families and their Child Welfare Social Workers in order to address each family's unique needs.

HOMELESS PREVENTION ASSISTANCE

CLFA shall provide homeless prevention assistance to families at-risk of homelessness, unstably housed or in a living situation that cannot accommodate a child or multiple children. Prevention services may include any preventative measure that will save a tenancy (eviction prevention) or help families regain stability in a new housing location. This may include, but is not limited to, short-term or one-time financial assistance payments.

CLFA shall leverage other community resources and County programs, when possible, prior to using BFH funds. CLFA may enroll eligible families in BFH for case management services while they help families apply for assistance through other County programs (e.g. Emergency Rental Assistance Program (ERAP), Landlord Engagement and Risk Mitigation Fund Program, etc.).

TEMPORARY HOUSING (EMERGENCY SHELTER)

Upon receipt of a referral, CLFA shall immediately contact the family to begin the program intake process and commence services. CLFA must attempt contact with referred families within one business day. As needed on an emergency basis, those that do not have a safe place to stay overnight must be immediately placed in temporary housing. Temporary housing may consist of a placement in a local emergency shelter that accommodates families or motel stay. Use of motels for emergency shelter is to occur only when no other housing or shelter is available or appropriate.

CLFA shall provide temporary housing assistance for up to 30 days maximum to those families that require for this service. While the family is in temporary housing, CLFA will assess each family's need. CLFA shall immediately begin working proactively with the family on moving each into permanent housing as soon as possible. Extension of temporary housing beyond 30 days will be based on each family's need and subject to approval by DSS. CLFA shall submit a request for extension and any supportive documentation (if applicable) to DSS staff 5 business days prior to the family's tentative temporary housing exit date. DSS will provide a final determination within 3 days of receiving the request.

RAPID REHOUSING

CLFA shall provide Rapid Rehousing services to BFH families in accordance with best practices.

Rapid Rehousing services consist of three core components: Housing Search and Placement (Housing Navigation), Direct Financial Assistance, and Case Management. Services required of each component are as follows:

1. Housing Search and Placement (Housing Navigation)

Housing Search and Placement services provided by CLFA shall include but not be limited to the following:

- Meet with families to assess housing needs and barriers.
- Develop a housing plan that includes a budget specific to each household income, set goals based on each family's need, and define steps required to meet those specific goals.
- Assist families in locating and securing housing that meets their needs.
- Work with families to identify shared housing solutions, including with other families in the program, as needed.
- Assist in securing all documents needed to apply for housing; and educating families about their rental lease and legal rights and responsibilities.
- Assist families with completing rental applications and facilitate submittal of documents when the family needs this support.
- Meet with and speak to landlords and utility companies as needed.
- Assist families with applying for supportive and subsidized housing.
- Conduct or facilitate housing inspections to confirm that a family's intended home meets the family's needs and relevant guidelines for habitability, such as HUD Housing Quality Standards.
- Provide ongoing liaison between families and landlords, if needed, to resolve issues directly related to families' housing and tenancy.

2. Direct Financial Assistance

CLFA shall pay for housing and related financial assistance on behalf of families for the following:

- a. Temporary housing assistance
 - b. Rental assistance
 - c. Security deposits
 - d. Utility deposits
 - e. Utility payments
 - f. Legal services
 - g. Credit repair
 - h. Furniture/making home habitable
 - i. Moving/storage costs
 - j. Homeless prevention assistance
 - k. Other housing assistance, as approved by DSS
- All financial assistance will be provided in compliance with the Progressive Engagement model and dependent on each family's need. This model is supported by research and provides a small amount of assistance to stabilize households but is an individualized and flexible approach for those families that require more assistance. It maximizes resources by only providing the assistance to the households who truly need it.
 - Families will be required to pay a portion of rent, even if very minimal, in efforts to support sustainability and long-term success. Share of cost ratio for housing expenses and other financial assistance will be determined by CLFA.
 - Regular evaluations, at minimum quarterly, must be completed in accordance with each family's housing plan and in order to determine a family's ongoing ability to pay (based on family's budget and needs).

- All methods and models applied by CLFA should be tailored to each family's needs and goals and be carefully coordinated with the DSS Case Managing Social Worker.

3. Case Management:

CLFA shall provide families with case management on a regular basis, including guidance, supportive services, promotion of incremental responsibilities, budget analysis and techniques, and problem-solving skills in accordance with the housing plan developed with families.

Case management services provided by CLFA shall include but are not limited to:

- Integrated service planning and development with the DSS Case Managing Social Worker.
- Teach families budgeting, planning, and expense tracking techniques to assist with saving money and increasing income to maintain housing.
- Guide and support families through the steps required to secure housing.
- Identify and address any other barriers to permanent housing. Link families to community resources such as health care, childcare, counseling, support groups, job readiness training/support and educational or employment resources, etc.
- Work closely with families to help resolve any conflicts, difficulties, or problems that that may impact or jeopardize housing after move-in.
- Maintain caseload of no more than 25 open ongoing cases per Housing Navigator, and 25 open cases per Case Manager.
- Prepare families for exit from the program; identify solutions and resources for each family to access, should a financial or housing crisis arise in the future.
- Promote families' long-term housing stability by helping them make progress on life goals such as employment, reconciliation with family and/or mainstream benefits.
- Perform regular home visits to make sure families are properly maintaining their rental unit and maintain frequent contact with families for compliance as follows:
 - Contact families at minimum every week initially, with a gradual decrease dependent upon families' successful progression. Documentation with explanation should be provided whenever contact is reduced. Contact with families should continue in the program based on each family's need once they have exited from the financial assistance component.
 - Perform at least 2 case management home visits with each family after financial exit from the program (6 and 12 month housing retention follow-up).

CLFA RESPONSIBILITIES

CLFA shall:

- Serve a minimum of 40 unduplicated families every 12-month contract term.
- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) as defined by FMCoC bylaws and participate in the Coordinated Entry System (CES). Attendance at weekly FMCoC case conferencing meetings is mandatory to fulfill this requirement.
- Accept direct referrals from DSS and cooperate with DSS on CES referral integration process.
- Contact all families referred within one business day and work with DSS staff to ensure immediate placement into shelter, only if needed.

- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
- Contact Case Managing Social Worker monthly at minimum, or more often as needed, to coordinate services and planning for each family.
- Engage families in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
- Provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.
- Leverage other community resources and County programs when possible before BFH direct financial assistance funds are used.
- Provide annual Civil Rights and Privacy and Security training to staff at the beginning of every calendar year and provide relevant verification to the County of Fresno by April 1.
- Enter participant information into the Homeless Management Information System (HMIS) in compliance with HUD data collection, management, and reporting standards. Ensure all HMIS entries are completed within 3 days of program entry.

PERFORMANCE OUTCOMES

CLFA will meet the following outcomes within each 12-month contract term:

- A minimum of 35 families will be placed into permanent housing or prevented from losing their permanent housing.
- A minimum of 27 families will exit to permanent housing.
- A minimum of 85% of families will remain in permanent housing six months after exiting the program.
 - Housing status must be confirmed through a home visit.*
- A minimum of 70% of families will remain in permanent housing twelve months after exiting the program.
 - Housing status must be confirmed through a home visit.*

*If CLFA is not successful in contacting the client during a home visit, other means of communication (phone call, mail, etc.) are acceptable for confirming housing status, but the home visit must be conducted first.

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
 SERVICES: Bringing Families Home Program
 CONTRACT TERM: September 22, 2020 through June 30, 2022
 CONTRACT TERM TOTAL: \$ 1,507,669
 TERM TOTAL: \$ 408,275

22 Month Budget

Budget Categories	Amount
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Legal Services	
Credit Repair	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Subtotal	\$ 281,648
Housing Navigation Services	
Salaries	
.5 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 57,141
Case Management Services	
Salaries	
.5 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 57,141
Administration	
Salaries	
.1 FTE Program Manager	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 12,345
Total	\$ 408,275

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
 SERVICES: Bringing Families Home Program
 CONTRACT TERM: July 1, 2022 through June 30, 2023
 CONTRACT TOTAL: \$ 1,507,669
 TERM TOTAL: \$ 500,000

Budget Categories	Amount
Direct Financial Assistance	
Temporary Housing	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Legal Services	
Credit Repair	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Homeless Prevention	
Other Housing Expenses (DSS-approved)	
	Subtotal \$ 213,925
Housing Navigation and Case Management Services	
Salaries	
3 FTE Housing Navigator/Case Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$ 215,614
Administration	
Salaries	
.5 FTE Program Manager	
.3 FTE Fiscal Clerk	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$ 70,461
	Total \$ 500,000

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
 SERVICES: Bringing Families Home Program
 CONTRACT TERM: July 1, 2023 through June 30, 2024 (applicable if term of Agreement is extended)
 CONTRACT TOTAL: \$ 1,507,669
 TERM TOTAL \$ 599,394

Budget Categories	Amount
Direct Financial Assistance	
Temporary Housing	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Legal Services	
Credit Repair	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Homeless Prevention	
Other Housing Expenses (DSS-approved)	
	Subtotal \$ 299,015
Housing Navigation and Case Management Services	
Salaries	
3 FTE Housing Navigator/Case Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$ 226,395
Administration	
Salaries	
.5 FTE Program Manager	
.3 FTE Fiscal Clerk	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$ 73,984
	Total \$ 599,394