

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 **WestCare California, Inc.**, a California private not-for-profit, organization, whose address is PO Box 12107, Fresno, CA 93776, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into that certain Agreement, identified as Agreement No. 15-057, effective February 10, 2015, and Amendment I to Agreement No. 15-057, effective January 12, 2016, hereinafter collectively referred to as "Agreement No. 15-057", to administer and implement the Emergency Solution Grant (ESG); and

WHEREAS, the parties now desire to amend Agreement No. 15-057 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. 15-057, Section Two (2), Page One (1), beginning on Line Twenty-six (26) with the number "2" and ending on Page Two (2), Line One (1) with the word "forth" be deleted in its entirety and the following inserted in its place:

"2. TERM

This Agreement shall become effective on the 10th of February, 2015 and shall terminate on the 30th of June, 2018."

2. That the existing Agreement No. 15-057, Section Four (4), Page Three (3), beginning with Line Five (5), with the word "CONTRACTOR" and ending on Line Six (6) with "24 CFR 576.201," be deleted and the following inserted in its place:

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

3. That the existing Agreement No. 15-057, Section Four (4), Page Three (3), beginning with Line Nine (9), with the word "For" and ending on Line Six-teen (16) with the word "CONTRACTOR," as previously modified by Amendment I, be deleted and the following inserted in its place:

1 “For the period of February 10, 2015 through June 30, 2015, in no event shall services
2 performed under this Agreement be in excess of Fifty-One Thousand Nine Hundred Forty Three and
3 22/100 Dollars (\$51,943.22). For the period of July 1, 2015 through June 30, 2016, in no event shall
4 services performed under this Agreement be in excess of Two Hundred Thousand Five Hundred Fifty-
5 Six and 72/100 Dollars (\$200,556.72). For the period of July 1, 2016 through June 30, 2017, in no
6 event shall services performed under this Agreement be in excess of One Hundred Forty Six Thousand
7 Four Hundred and No/100 Dollars (\$146,400.00). For the period of July 1, 2017 through June 30, 2018,
8 in no event shall services performed under this Agreement be in excess of One Hundred Forty Four
9 Thousand Nine Hundred and No/100 Dollars (\$144,900.00). The cumulative total of this Agreement
10 shall not be in excess of Five Hundred Forty Three Thousand Seven Hundred Ninety Nine and 94/100
11 Dollars (\$543,799.94). It is understood that all expenses incidental to CONTRACTOR’s performance
12 of services under this Agreement shall be borne by CONTRACTOR.”

13 4. That the existing Agreement No. 15-057, Section Thirty (30), Page Seventeen (17),
14 beginning with Line Five (5), with the number “30” and ending on Page Seventeen, Line Twenty (20)
15 with the word “Collector,” be deleted and the following inserted in its place:

16 **“28. SINGLE AUDIT CLAUSE**

17 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
18 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct
19 an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office
20 of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
21 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a
22 statement of findings or a statement that there were no findings. If there were negative findings,
23 CONTRACTOR must include a corrective action plan signed by an authorized individual.
24 CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a
25 result of such audit. Such audit shall be delivered to COUNTY’s Department of Social Services,
26 Administration, for review within nine (9) months of the end of any fiscal year in which funds were
27 expended and/or received for the program. Failure to perform the requisite audit functions as required
28 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 existing Agreement No. 15-057 to Revised Exhibit A be replaced with Exhibit A-2, all references to Revised Exhibit B be replaced with Exhibit B-2, all references to Exhibit D be replaced with Exhibit D-2, and all references to Exhibit E be replaced with Exhibit E-2 , which are attached hereto and incorporated herein by this reference.

6. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend COUNTY Agreement No. 15-057 and, that upon execution of this Amendment I, the original Agreement, Amendment I, and Amendment II together shall be considered the Agreement.

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

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

3 ATTEST:

4 **CONTRACTOR:**
5 **WESTCARE CALIFORNIA, INC.**

COUNTY OF FRESNO

6 By Shawn L. Jenkins

By: Brian Pacheco

7 Print Name: Shawn A. Jenkins

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

8 Title: SE V.P.
9 Chairman of the Board, or
10 President, or any Vice President

11 Attesting to authority pursuant
12 to WCCA 2017-01

13 By Jim Hanna 04/26/2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

14 Print Name: JIM HANNA

15 Title: Secretary / General Counsel
16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

By Rose Cuyf, Deputy

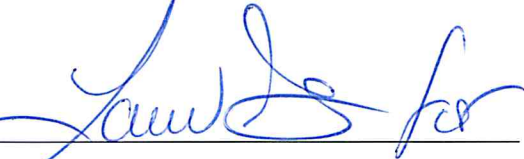
20 **PLEASE SEE ADDITIONAL**
21 **SIGNATURE PAGE ATTACHED**

22 Mailing Address:
23 P.O. BOX 12107
24 Fresno, CA 93776
25 (559) 251-4800
26 Contact: Senior Vice President

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:

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

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18 Fund/Subclass: 0001/10000
19 Organization: 56107001
20 Account/Program: 7870/0
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SUMMARY OF SERVICES

ORGANIZATION: WestCare California, Inc.

ADDRESS: P.O. Box 12107 Fresno CA 93776

TELEPHONE: 559-251-4800

CONTACTS: Shawn Jenkins

EMAIL: Shawn.jenkins@WestCare.com

CONTRACT: Housing Matcher and Community Coordination for Homeless

CONTRACT AMOUNT: February 10, 2015 to June 30, 2015 - \$73,200

July 01, 2015 to June 30, 2016 - \$146,400

July 01, 2016 to June 30, 2017 - \$146,400

July 01, 2017 to June 30, 2018 - \$144,900

SUMMARY OF SERVICES

WestCare will employ two fulltime Matcher/Community Coordinator positions to facilitate the Coordinated Access and Housing Match (CAHM) system through centralized intake, assessment and housing matching for Fresno Madera Continuum of Care (FMCoC) participants. WestCare staff will ensure that outreach events are coordinated with equal participation from the FMCoC providers. The information collected from the FMCoC providers via the Vulnerability Index-Service Prioritization and Decision Assistance tool (VI-SPDAT) will be used to match homeless individual or families with the appropriate housing options.

CONTRACTOR's RESPONSIBILITIES

- Serve as the lead for the CAHM process by which the homeless are matched to housing vacancies.
- Serve as primary contact for communicating with FMCoC providers regarding housing vacancies.
- Facilitate communication between FMCoC providers and housing navigators once an individual or family has been matched with a potential housing provider.
- Maintains data system where each client's unique client identifier and consent form are connected to his/her personal identifying information.
- Leads case management conferencing process to ensure that each individual or family have a housing navigator assigned to them and assists housing navigators in properly tracking the document collection process.
- Serve as a primary Coordinated Assessment and Housing Match point of contact to FMCoC providers and the Housing Authority.
- Work collaboratively with the FMCoC to assist and cooperate with the development of a

- coordinated access system through centralized intake.
- Ensure outreach efforts are coordinated; including agencies participating, names of outreach workers scheduled, dates and time of outreach and information collected is entered into the data system.
- Ensure all assisted clients are entered into Homeless Management Information System (HMIS).
- Comply with the following ESG coordinated assessment requirements set forth under 24 CFR 576.400(d):
 - o Centralized or coordinated assessment. Once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. The recipient and subrecipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by paragraph (e) of this section. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system.
- Comply with 24 CFR 576 and all other federal, state, and local regulations regarding ESG funded services.

COUNTY RESPONSIBILITIES

- Meet with WestCare staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training and review and monitoring of services.
- Provide 100% match for ESG funds provided through this contract.

STAFFING LEVELS

WestCare will maintain two full-time Matcher/Community Coordinator positions for the benefit of FMCoC. The Matcher/Community Coordinators will be responsible for providing clients with case management to ensure they transition to independence. This will include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of clients and helping them obtain housing stability

MONTHLY REPORTS/OUTCOMES

CONTRACTOR shall provide completed and accurate monthly activity reports to COUNTY, in a report format approved by the County by the 10th of each month.

For each 12 month period, CONTRACTOR shall perform the following outcomes:

- 400 surveys will be completed.
- 200 individuals will be assigned to a participating ESG agency.
- 100 individuals will be matched to housing.
- 100 households (family unit) will be housed.

WestCare California, Inc. Budget

July 01, 2017 to June 30, 2018

Rapid Re-housing	Subtotal: \$	140,000.00
Personnel Salaries	\$	98,100.00
Matcher/Community Coordinator (2)		
Supervisor (1)		
Payroll Taxes	\$	12,851.00
Benefits	\$	11,478.00
Insurance	\$	2,943.00
Operational	\$	14,628.00
Communications		
Office supplies		
Equipment		
Facilities		
Travel costs		
Other		
Administration	Subtotal: \$	4,900.00
Administration costs	\$	4,900.00
	Total: \$	144,900.00

WestCare California, Inc. Budget

July 01, 2016 to June 30, 2017

Rapid Re-housing	Subtotal: \$	140,000.00
Personnel Salaries	\$	98,100.00
Matcher/Community Coordinator (2)		
Supervisor (1)		
Payroll Taxes	\$	12,851.00
Benefits	\$	11,478.00
Insurance	\$	2,943.00
Operational	\$	14,628.00
Communications		
Office supplies		
Equipment		
Facilities		
Travel costs		
Other		
Administration	Subtotal: \$	6,400.00
Administration costs	\$	6,400.00

Total: \$	146,400.00
Required ESG Match: \$	146,400.00

WestCare California, Inc. Budget

July 01, 2015 to June 30, 2016

Rapid Re-housing

Subtotal: \$ 140,000.00

Personnel Salaries \$ 98,100.00

Matcher/Community Coordinator (2)

Supervisor (1)

Payroll Taxes \$ 12,851.00

Benefits \$ 11,478.00

Insurance \$ 2,943.00

Operational \$ 14,628.00

Communications

Office supplies

Equipment

Facilities

Travel costs

Other

Tenant Based Rental Assistance

Subtotal: \$ 54,156.72

Rental Assistance \$ 21,728.58

Security & Utility Deposits \$ 25,971.00

Utility Payments \$ 6,457.14

Administration

Subtotal: \$ 6,400.00

Administration costs \$ 6,400.00

Total: \$ 200,556.72

Required ESG Match: \$ 200,556.72

WestCare California, Inc. Budget

February 10, 2015 to June 30, 2015

Rapid Re-housing	Subtotal: \$	49,673.16
Personnel	\$	28,345.19
Matcher/Community Coordinator (2)		
Supervisor (1)		
Payroll Taxes	\$	3,713.22
Benefits	\$	3,316.39
Insurance	\$	850.36
Operational	\$	13,448.00
Communications		
Office supplies		
Equipment		
Facilities		
Travel costs		
Other		
Administration	Subtotal: \$	2,270.06
Administration costs	\$	2,270.06

Total: \$	51,943.22
Required ESG Match: \$	51,943.22

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	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.

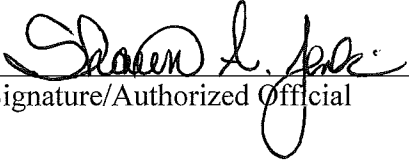
Supportive Services – The CONTRACTOR will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal,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



Signature/Authorized Official

5-17-17

Date

Sr VP.

Title