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#### AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment") is made and entered into 34h, this 3th day of September, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California, hereinafter referred to as "COUNTY", and Poverello House, a California Non-Profit Corporation, whose address is 412 F Street, Fresno, CA 93706 hereinafter referred to as "SUBRECIPIENT".

#### WITNESSETH:

WHEREAS, COUNTY and SUBRECIPIENT entered into Agreement number 20-147, dated the 14<sup>th</sup> of April 2020, to provide shelter to individuals and families that are experiencing homelessness during the Novel Coronavirus (COVID-19) pandemic in order to reduce the spread of virus transmission; and

WHEREAS, COUNTY and SUBRECIPIENT now desire to amend Agreement No. 20-147 regarding changes as stated below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto agree as follows:

1. That the existing County Agreement No. 20-147, Page One (1), Section Two (2) beginning with Line Twenty-Three (23), with the number "2" and ending on Page Two (2), Line One (1) with the word "performance," be deleted and the following inserted in its place:

## "2. Term

The term of this Agreement shall be for a period of sixty (60) days, commencing March 26, 2020 through and including the 24<sup>th</sup> day of May 2020. This Agreement may be extended for six (6) additional consecutive thirty (30) day periods from May 25, 2020 through and including November 20, 2020 and one (1) forty (40) day period from November 21, 2020 through and including December 30, 2020 upon the approval of both parties no later than fifteen (15) days prior to the first day of the next extension period. The Director of the Department of Social Services or designee is authorized to execute such written approval on behalf of COUNTY based on SUBRECIPIENT's satisfactory performance."

That the existing County Agreement No. 20-147, Page Two (2), Section Four (4),

beginning with Line Twenty-Four (24), with the number "4" and ending on Page Three (3), Line Fifteen (15) with the word "days," be deleted and the following inserted in its place:

## "4. COMPENSATION

For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B-2, Budget Summary.

In no event shall the cumulative total of this Agreement exceed Four Hundred Seventy-Five Thousand Eight Hundred Fifty and No/100 Dollars (\$475,850). In no event shall actual services performed under this Agreement be in excess of Forty-Nine Thousand Two Hundred Sixteen and No/100 Dollars (\$49,216) for each of the following 30-day periods: March 26, 2020 through April 24,2020; April 25,2020 through May 24, 2020; May 25,2020 through June 23, 2020; June 24, 2020 through July 23, 2020; July 24, 2020 through August 22, 2020; August 23, 2020 through September 21, 2020. In no event shall actual services performed under this Agreement be in excess of Fifty-Four Thousand One Hundred Sixty-Six and No/100 Dollars (\$54,166) for each of the following 30-day periods: September 22, 2020 through October 21, 2020 and October 22, 2020 through November 20, 2020. In no event shall actual services performed under this Agreement be in excess of Seventy-Two Thousand Two Hundred Twenty-Two and No/100 Dollars (\$72,222) for the 40-day period of November 21, 2020 through December 30, 2020. Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY.

It is understood that all expenses incidental to SUBRECIPIENT'S performance of services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY. The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding

delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days."

3. That the existing County Agreement No. 20-147, Page Eight (8), Section Fourteen (14), beginning with Line Nineteen (19), with the number "14" and ending on Page Nine (9), Line Eleven (11) with the URL address "https://www.sam.gov/SAM/.," be deleted and the following inserted in its place:

# "14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

A. COUNTY and SUBRECIPIENT recognize that State and Federal assistance funds may be used under the terms of this Agreement. For purposes of this section, SUBRECIPIENT will be referred to as the "prospective recipient".

- B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 Code of Federal Regulations (CFR) Part 98, section 98.510, Participants' Responsibilities.
- (1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective recipient of Funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- (3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- (4) The prospective recipient shall provide immediate written notice to COUNTY if at any time prospective recipient learns that its certification in Section Fourteen (14) of this

Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to Section Fourteen (14) of this Agreement entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) The certification in Section Fourteen (14) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement."
- 4. That existing County Agreement No. 20-147, Page Fourteen (14), Section Twenty-six (26), beginning with Line Twenty-Seven (27), with the number "26" and ending on Page Fifteen (15), Line One (1) with the word "Funds," be deleted and the following inserted in its place:

# "26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

SUBRECIPIENT shall comply with all rules and regulations established pursuant to Housing and Urban Development regulations at 24 CFR Part 576, as revised by the Emergency Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954). SUBRECIPIENT must also comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). SUBRECIPIENT and any subcontractors shall comply with all applicable local, State, Federal laws, ordinances, regulations and Fresno County Charter provisions governing this agreement.

A. Whenever the SUBRECIPIENT uses services of a contractor, the SUBRECIPIENT shall require that the contractor comply with all Federal, State and local laws, ordinances, regulations and Fresno County Charter provisions applicable in the performance of their work.

B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the SUBRECIPIENT shall require the prime contractor to complete and submit documentation prior to award of the construction contract and upon Project completion that compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, has been met.

- C. Non-Discrimination: The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable.
- D. Records Retention: The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of four (4) years from the date of the submission of the COUNTY's consolidated annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year record retention period, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).
- E. Uniform Administrative Requirements: The SUBRECIPIENT shall comply with applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.
- F. Other Program Requirements: The SUBRECIPIENT shall comply with CDBG program requirements described in 24 CFR 570.600 615 not otherwise mentioned in this Agreement, except that the SUBRECIPIENT does not assume the COUNTY's responsibilities described at 24 CFR 570.604 or 24 CFR 52.
- G. Faith-Based Organizations: The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instructions or proselytization, and that the SUBRECIPIENT will comply with all requirements of 24 CFR 570.200(j) and 5.109."
- 5. That Sections Thirteen (13) through Thirty (30) of the existing County Agreement No. 20-147, beginning on page Nine (9), Line Twelve (12) with the number "13" and ending on Page Sixteen (16), Line One (1) with the word "provisions." shall be re-numbered sequentially to read as Section Fifteen (15) to Section Thirty-Two (32).
  - That the following Sections are being added to existing County Agreement No. 20-147,

beginning on Page Sixteen (16), Line Two (2), just prior to Section Thirty-One (31) (Entire Agreement), as Sections Thirty-Three (33), Thirty-Four (34), Thirty-Five (35) and Thirty-Six (36):

## "33. ESG ELIGIBILITY AND REPORTING REQUIREMENTS

- A. SUBRECIPIENT is required to be a member in good standing of the FMCoC. A member in good standing is defined as a current dues paid member with attendance at a minimum of 75% of all FMCoC Director's meetings.
- B. SUBRECIPIENT is required to utilize the FMCoC Coordinated Entry System for all clients served under ESG.
- C. COUNTY's failure to inform SUBRECIPIENT that ESG funds are provided under this Agreement of any reporting requirements shall not relieve SUBRECIPIENT of compliance with any ESG eligibility and reporting requirements. SUBRECIPIENT agrees, in accordance with the requirements of the ESG program, that ALL beneficiaries of SUBRECIPIENT's activities provided under this Agreement must meet the following minimum criteria:
- (1) Any individual or family provided with assistance through ESG must meet the HUD definition of homeless and must be documented.
- (2) The household must be at or below 30% of the Annual Area Median Income (AMI) for Fresno as referenced in Exhibit D, incorporated herein by reference and made part of this Agreement. The AMI may change on a yearly basis and SUBRECIPIENT is required to use the most recent version as provided by COUNTY.
- (3) The households targeted must be those most in need of this assistance and most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the program concludes.
- D. SUBRECIPIENT is expected to meet all other ESG requirements as described in 24 CFR Part 576.

## 34. MINIMUM DATA COLLECTION REQUIREMENTS

SUBRECIPIENT is required to collect and report client-level data in the local Homeless Management Information System (HMIS) administered by the Fresno Housing Authority. Reporting through HMIS is a requirement of ESG funding. HMIS will be used to collect data and report on

outputs and outcomes as required by HUD. SUBRECIPIENT is required to enter all client intakes, provide regular updates and exit all clients once services are completed.

At a minimum, SUBRECIPIENT must enter the following information in the FMCoC HMIS database for federal reporting purposes:

- (1) Name
- (2) Social Security Number
- (3) Date of Birth
- (4) Race
- (5) Ethnicity
- (6) Gender
- (7) Veteran Status
- (8) Disabling Condition
- (9) Residence Prior to Program Entry
- (10) Zip Code of Last Permanent Address
- (11) Housing Status
- (12) Program Entry Date
- (13) Program Exit Date
- (14) Personal Identification Number
- (15) Household Identification Number
- (16) Income and Sources
- (17) Non-Cash Benefits
- (18) Destination (where client will stay upon exit)
- (19) Financial Services Provided
- (20) Housing Relocation & Stabilization Services Provided
- COUNTY reserves the right to add additional reporting requirements as required by

HUD.

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#### 35. RECORDS

A. Record Establishment and Maintenance - SUBRECIPIENT shall establish and

maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement. SUBRECIPIENT shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least five (5) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the SUBRECIPIENT shall be reimbursed for actual costs incurred in the performance of this Agreement not to exceed the contract maximum but that no profit is to accrue to the SUBRECIPIENT on account of such performance.

B. Monthly Activity Reports - SUBRECIPIENT shall submit to COUNTY by the tenth (10th) of each month, activity reports for the previous month. SUBRECIPIENT shall also furnish to COUNTY such statements, receipts, reports, data, support documentation and other information as COUNTY may request pertaining to matters covered by this Agreement. Said support documentation must indicate the line item budget account number to which the cost is charged. In the event that SUBRECIPIENT fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition, SUBRECIPIENT shall provide written notification and explanation to COUNTY of any funds received from another source to conduct the same services covered by this Agreement within five (5) days of the receipt of such funds. The invoice and monthly activity reports shall be in a form and in such detail as acceptable to COUNTY's Director of Social Services or designee.

C. <u>HMIS Data Entry</u> – HMIS entry must be completed the 10th of each month for all services provided the previous month.

#### 36. SINGLE AUDIT CLAUSE

As a SUBRECIPIENT of Federal financial assistance, SUBRECIPIENT agrees to provide copies of their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY'S DSS, for review not later than nine (9) months after the close of the SUBRECIPIENT's fiscal year in which the funds supplied through this Agreement are expended and/or

received for this program. The audits must include a statement of findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY'S option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective actions to eliminate any material noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax Collector."

- 7. That Section Thirty-One (31) of the existing County Agreement No. 20-147, beginning with Page Sixteen (16) Line Two (2), with the number "31" and ending on Page Sixteen (16), Line Six (6) with the word "Agreement," shall remain as the last section of the agreement and be re-numbered sequentially to read as Section Thirty-Seven (37) of the amended Agreement.
- 8. That all references in the existing COUNTY Agreement No. 20-147 to Exhibit A shall be changed to read "Exhibit A-2." Exhibit A-2 is attached hereto and incorporated herein by this reference.
- That all references in the existing COUNTY Agreement No. 20-147 to Exhibit B shall be changed to read "Exhibit B-2." Exhibit B-2 is attached hereto and incorporated herein by this reference.

COUNTY and SUBRECIPIENT agree that this Amendment is sufficient to amend the COUNTY and SUBRECIPIENT agree that this Amendment is sufficient to amend the Agreement and that upon execution of this Amendment, the Agreement and this Amendment together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect. This Amendment shall be effective upon execution.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement. SUBRECIPIENT: **COUNTY OF FRESNO Poverello House** (Authorized Signature) Jeán Rousseau, County Administrative Officer of the County of Zachary D Darrah, Chief Executive Officer Print Name & Title 412 F Street Fresno, CA 93706 Mailing Address FOR ACCOUNTING USE ONLY: ORG:56107300 Account:7870 Fund/Subclass: 0001/10000 DEN:bed 

#### SUMMARY OF SERVICES

ORGANIZATION:

Poverello House

ADDRESS:

412 F Street, Fresno, CA 93706 (28 Beds)

TELEPHONE:

(559) 498-6988

CONTACT:

Sara Mirhadi, Chief Programs Officer

EMAIL:

mirhadi@poverellohouse.org

CONTRACT:

Emergency COVID-19 Shelter and Meals

CONTRACT TERM:

March 26, 2020 through May 24, 2020

May 25, 2020 through June 23, 2020 (optional)
June 24, 2020 through July 23, 2020 (optional)
July 24, 2020 through August 22, 2020 (optional)
August 23, 2020 through September 21, 2020 (optional)
September 22, 2020 through October 21, 2020 (optional)
October 22, 2020 through November 20, 2020 (optional)
November 21, 2020 through December 30, 2020 (optional)

#### **DESCRIPTION OF SERVICES**

Poverello House will provide a low-barrier emergency shelter with 28 beds. Shelter accommodations are dormitory style with restrooms, showers, and laundry facilities on-site. The shelter is intended to provide a safe environment for homeless individuals during the COVID-19 State of Emergency.

Additionally, Poverello House will provide two meals per day to individuals staying at the Travelodge Fresno or other motels for shelter during the COVID-19 State of Emergency, as directed by the County.

#### CONTRACTOR RESPONSIBILITIES

- Provide sanitary supplies, including but not limited to soap, hand sanitizer, and disinfectants, to all staff and guests.
- Shelter beds must be open to all who desire the service regardless of gender, sexual
  orientation or marital status. Guests must be allowed to enter shelter with their partners,
  possessions, and pets.
- Provider must not exclude people because of intoxication or mental illness.
- Ensure compliance with local, state, and federal public health directives. This includes
  practicing social distancing, limiting guest travel, and ensuring ill staff do not report to
  work.
- Ensure compliance with the Americans with Disabilities Act (ADA) to accommodate people with disabilities.
- Provide accommodations for guests' pets.
- Ensure that staff is on site 24 hours per day, 7 days a week.
- Ensure security protocols are in place for emergency incidents, including but not limited to medical emergencies and communicable disease.
- Establish protocols to handle both suspected and confirmed cases of COVID-19.
- Provide necessary transportation for guests.
- Publicly display proper hygiene recommendations throughout each facility.

- Provide daily meal service to guests at the Poverello House facility.
  Provide two meals per day, as directed by the County, for individuals lodging in motel facilities for shelter during the COVID-19 State of Emergency.

### **BUDGET SUMMARY**

ORGANIZATION:

Poverello House

SERVICES:

Emergency Shelter and Meal Services

CONTRACT TOTAL:

\$475,850

**Budget for Contract Terms:** 

March 26, 2020 through May 24, 2020

May 25, 2020 through June 23, 2020 (optional) June 24, 2020 through July 23, 2020 (optional) July 24, 2020 through August 22, 2020 (optional)

August 23, 2020 through September 21, 2020 (optional)

Budget Category	Rate	30 Day Maximum
Personnel		
Chief Program Officer (.25 FTE)		\$1,667
Chief Operations Officer (.20 FTE)		\$1,333
Client Services Specialist (6.5 FTE)	\$15/hour	\$15,600
Naomi's House Client Advocate (.6 FTE)	\$14/hour	\$1,344
Anticipated Overtime		\$1,571
	Subtotal	\$21,515
Operating Costs	1,22	
On-Site Meals	\$3/meal	\$9,000
Shelter Furniture		\$167
Communications		\$300
Office Supplies		\$259
Equipment		\$500
Linen Service		\$500
Program Supplies		\$1,167
Utilities		\$1,667
Maintenance		\$667
	Subtotal	\$14,227
Meal Services to Shelter Motels*		
Daily Meal Service - Max. 50 Rooms - as needed	\$6/person/day	\$9,000
	Subtotal	\$9,000
Direct Costs Total		\$44,742
Indirect Costs		
Indirect Costs	10%	\$4,474
	Total	\$49,216

<sup>\*</sup>Meal services are fee-for-service meals for motels providing shelter. Meal services will be compensated based on actual meals provided per day.

**Budget for Contract Terms:** 

September 22, 2020 through October 21, 2020 (optional) October 22, 2020 through November 20, 2020 (optional)

Budget Category	Rate	30 Day Maximum
Personnel		
Chief Program Officer (.25 FTE)		\$1,667
Chief Operations Officer (.20 FTE)		\$1,333
Client Services Specialist (6.5 FTE)	\$15/hour	\$17,171
Naomi's House Client Advocate (.6 FTE)	\$14/hour	\$1,344
Anticipated Overtime		\$0
	Subtotal	\$21,515
Operating Costs		
On-Site Meals	\$3/meal	\$9,000
Shelter Furniture	<del> </del>	\$167
Communications		\$300
Office Supplies		\$259
Equipment		\$500
Linen Service		\$500
Program Supplies		\$1,167
Utilities		\$1,667
Maintenance		\$667
	Subtotal	\$14,227
Meal Services to Shelter Motels*		
Daily Meal Service - Max. 50 Rooms - as needed	\$6/person/day	\$13,500
	Subtotal	\$13,500
Direct Costs Total		\$49,242
Indirect Costs	- Stille C	
Indirect Costs	10%	\$4,924
	Total	\$54,166

<sup>\*</sup>Meal services are fee-for-service meals for motels providing shelter. Meal services will be compensated based on actual meals provided per day.

Budget for Term:

November 21, 2020 through December 30, 2020 (optional)

Budget Category	Rate	40 Day Maximum
Personnel		To buy maximum
Chief Program Officer (.25 FTE)		\$2,223
Chief Operations Officer (.20 FTE)		\$1,777
Client Services Specialist (6.5 FTE)	\$15/hour	\$22,895
Naomi's House Client Advocate (.6 FTE)	\$14/hour	\$1,792
Anticipated Overtime		\$0
	Subtotal	\$28,687
Operating Costs		
On-Site Meals	\$3/meal	\$12,000
Shelter Furniture		\$223
Communications		\$400
Office Supplies		\$345
Equipment	The state of the s	\$667
Linen Service		\$667
Program Supplies		\$1,556
Utilities		\$2,223
Maintenance		\$889
	Subtotal	\$18,970
Meal Services to Shelter Motels*		
Daily Meal Service - Max. 50 Rooms - as needed	\$6/person/day	\$18,000
	Subtotal	\$18,000
Direct Costs Total		\$65,657
Indirect Costs		
Indirect Costs	10%	\$6,565
	Total	\$72,222

<sup>\*</sup>Meal services are fee-for-service meals for motels providing shelter. Meal services will be compensated based on actual meals provided per day.