

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) is made and entered into effective upon execution by both parties on _____ (the Effective Date), by and between the City of Fresno, a municipal corporation (City), and Poverello House, a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, City and Service Provider entered into an Agreement, dated June 1, 2023 (Agreement), for professional **TRIAGE CENTER SERVICES** (Project) funded through the **HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)** for a total fee of \$2,799,997.48; and

WHEREAS, City and Service Provider entered into a First Amendment on September 28, 2023, to revise the scope of work, to reduce the number of shelter beds, and to reduce funding by \$1,519,227.03 for a total fee of \$1,280,770.45; and

WHEREAS, City and Service Provider entered into a Second Amendment on May 23, 2024, to extend the term of agreement to May 31, 2025, and to increase HHAP funding by \$1,319,019.24 for a total HHAP award of \$ 2,599,789.69; and

WHEREAS, City and Service Provider desire to enter into a Third Amendment to the Agreement to increase the number of triage beds from 30 solely at Clarion Pointe to 53 at two locations. The Third Amendment maintains the 30 beds at Clarion Pointe and adds 23 triage beds at Naomi's House located at 412 F Street, Fresno, CA 93706 (Project); and

WHEREAS, City and Service Provider also desire to extend the term of the Agreement to June 30, 2025, and to increase HHAP funding by \$415,487.93 for compensation for the 23 triage beds at Naomi's House, and an increase of \$109,917.63 in compensation for the 30 triage beds at Clarion Pointe using Homeless Housing, Assistance, and Prevention (HHAP) program funds for a total fee of \$3,125,195.25.

WHEREAS, Service Provider is engaged in the business of furnishing such services as a triage center and hereby represents that it desires to and is professionally and legally capable of performing the services

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

1. **Exhibit A** to the Agreement as amended is hereby deleted in its entirety and replaces with **Exhibit A** attached hereto and incorporated herein by reference. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. This shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to any earlier

termination in accordance with this Agreement. The Parties may extend this Agreement for up to one year, subject to a written agreement approved by the City Council. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be increased by \$415,487.93, for 23 beds at Naomi's House and increased by \$109,917.63 for 30 beds at Clarion Pointe for services through June 30, 2025, and shall be using HHAP funds for a total fee of \$3,125,195.25 paid on the basis of the rates set forth herein or in the schedule of fees and expenses contained in **Exhibit A**. Such fees include all expenses incurred by Service Provider in performance of the services.

4. In the event of any conflict between the body of this Amendment and the Agreement, the terms, and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day, and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  7/9/2024
Brent Richardson Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

1. Revised Exhibit A – Scope of Services

Poverello House,
a California non-profit corporation

By:  _____
5CC5CCFE9AC64CB...
Name: Zachary Darrah

Title: Chief Executive Officer
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By:  _____
90A4975780564FA...
Name: Linda Bowman

Title: CFO
(If corporation or LLC., CFO., Treasurer,
Secretary or Assistant Secretary)

EXHIBIT A

SCOPE OF SERVICES Service Agreement between City of Fresno and POVERELLO HOUSE

Triage Center Services at Naomi's House& Clarion Pointe

NAOMI'S HOUSE SUMMARY OF SERVICES

Poverello House shall provide Triage Center Emergency Shelter services, including 24-hour emergency shelter that offers low-barrier access to dormitory or private accommodations with on-site, housing-focused services including Diversion pre-screening, case management, housing search and placement, connection to community resources, and stabilization of health issues. Poverello House will provide twenty-three (23) emergency shelter beds for homeless women in metro Fresno. The Triage Center is intended to provide a safe, supportive environment where residents will be provided with wraparound services to attain permanent housing by rebuilding their support network and addressing the issues that led to the episode of homelessness.

Poverello House shall provide supplemental navigation staff to augment program services and capacity in support of the Multi-Agency Access Program (MAP) Point services at the main MAP site located at 412 F Street, Fresno, CA 93706. MAP Point Navigation services provided by Poverello House will be provided in alignment with the existing MAP Point program, and will include client screenings to determine needs, assistance in obtaining documents, linking clients to appropriate services based on the initial screening, collaborating with other service providers to monitor client success, maintaining agency relationships, employing evidence based practices in screening and serving clients, and utilizing the standardized MAP Point Community Screening Tool.

Poverello House shall provide case management services to homeless individuals and families residing at the emergency shelter. Services will include assisting homeless clients in obtaining documents needed for housing; locating and obtaining an appropriate permanent housing placement; helping clients access necessary social, health care, and employment services; and aid them in overcoming obstacles to achieve housing stability.

TARGET POPULATIONS

The target population of Triage Center Emergency Shelter services are women that are experiencing homelessness or are at imminent risk of homelessness, as defined by 24 CFR 576.2, in the city of Fresno. The target population of Access Site services provided at the Triage Emergency Shelter is individuals experiencing, or at risk of, homelessness. Income shall be verified and documented through a defined process as appropriation.

DATA COLLECTION

Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD

TRIAGE CENTER EMERGENCY SHELTER SERVICE

1. Emergency Shelter: Operate emergency shelter beds for women experiencing homelessness in the city of Fresno. Basic shelter services provided will include meals. The maximum length of stay will be 90 days, subject to exceptions for documented situations.
2. Case Management: Provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention may be referred to a Bridge Housing program while the permanent housing unit becomes available. Once a participant has been placed in a Bridge Housing program or has exited to a Rapid Rehousing program with case management services, responsibility for navigation and case management for the participant will be assumed by the new program. If placed in a Bridge Housing program with no case management, the participant should be connected with Navigation services or other housing support services.
3. Housing Search and Placement: Provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing. Prescreen all those presenting at the Triage Center. During the initial screening process, the intake specialist will practice diversion. If a good candidate for diversion, refer immediately to diversion program. Once diversion is exhausted or determined inappropriate, link the client to the Triage Center emergency shelter services. If shelter is unavailable at the Poverello House Triage Center, link the client to available shelter elsewhere.
4. Stabilizing Health Intervention: Provide services for stabilization of participant health issues, including substance use and mental health disorders. Guests will have access to on-site medical, dental, and mental health services.

LOW-BARRIER HOUSING

The program will be low barrier with 24-hour access and no requirements regarding income, sobriety, or compliance with mental health treatment. Shelter services will be provided regardless of sexual orientation, marital status, or gender identification. Every effort will be made to ensure no one is turned away unless all beds are full, or the guest is exhibiting behaviors that will endanger themselves or others.

FACILITY REQUIREMENTS

The program will be located at 412 F Street, Fresno, CA 93706. The bus line runs along Calaveras Avenue with the nearest stop less than one block from the location, making access to public transportation easy for program guests. The building complies with all shelter and housing habitability standards as identified in 24 CFR 576.403. A "Good Neighbor" policy to be utilized securing and maintaining the perimeter of the facility, keeping clear of any nuisances and code violations.

PROGRAM SERVICES AND DESIGN

Naomi's House will utilize a housing first approach to emergency shelter and providing services to guests. Eleven shelter beds will serve adult women experiencing homelessness. Each program guest will be allowed one dog on site with efforts made to find foster care for any other dogs that might belong to participants.

SERVICE PROVIDER RESPONSIBILITIES

- Poverello House shall provide annual Civil Rights training to their staff at the beginning of every calendar year and will provide relevant proof to the City of Fresno by September 1.
- All services provided must comply or otherwise align with the core components of Housing First, pursuant to California Welfare and Institutions Code section 8255, subdivision (b).
- Adhere to all Regulations including but not limited to 24 CFR 576 and CCR Title 25, Division 1, Chapter 7, Subchapter 20.
- Adhere to a low-barrier shelter policy. Shelter beds must be open to all who desire the service regardless of sexual orientation or marital status. Guests must be allowed to enter shelter with their partners, possessions, and pets.
- Allow for 24-hour guest access and not exclude people because of intoxication or mental illness.
- Register all guests and require their agreement to services provided by the Triage Center.
- Accept self-referrals, FMCoC CES referrals and, where appropriate, law enforcement referrals.
- The Triage Center will be a Coordinated Entry assessment site, that conducts homeless services pre-screening using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT).
- The Triage Center will be a Coordinated Entry Access Site that conducts homeless services pre-screenings and will complete the Data Collection Form when a household presents with a housing crisis and is open to services, to help determine

if the household can be diverted from entering the homeless response system by utilizing mainstream resources. The Triage Center Access site will make referrals to mainstream services and assist in navigating services to the extent possible.

- In the event the number of referrals exceeds the number of available beds, Poverello House will prioritize referrals by length of homelessness, acuity of needs, and other factors, as reflected on the FMCoC By-Name list.

STAFFING

Triage emergency shelter and Navigation staffing provided by Poverello must meet the minimum staffing levels outlined in the Budget Summary (Exhibit B) of this agreement. Case Manager and Intake Specialist staffing levels may be adjusted beyond the minimum requirement to meet client needs provided those adjustments are approved by the City and supported by the available budget.

- **Case Managers:** Case managers will be responsible for creating a supportive service and housing plan for every client, linking clients to supportive services, and implementing the established housing plan. Case Manager will also assist clients in collecting basic documentation such as birth certificates, identification cards and social security cards. At least one Case Manager position will be dedicated to serving Triage Center emergency shelter participants.
- **Intake Specialists:** Intake Specialists will prescreen all those presenting at the Triage Center. During the initial screening process the intake specialist will practice diversion. Once diversion is exhausted or inappropriate, the intake specialist will link the client to the Triage Center emergency shelter services. If shelter is unavailable at the Poverello House Triage Center, the client will be linked to available shelter elsewhere. Intake specialists will also address emergency needs such as mental health or medical needs.
- **MAP Point Navigator:** The Navigator will administer the Community Screening Tool and/or VISPDAT to the client and facilitate linkages to indicated services and faith-based support. The Navigator will work collaboratively with other service components and programs in the MAP system. The Navigator will be knowledgeable of cultural sensitivity/competency and well versed in community resources. The Navigator will be responsible for case management to ensure proper linkages occur. Navigators are required to have a bachelor's degree in a related field.
- **Triage Center Coordinator:** The Triage Center Coordinator is responsible for direct client support with people who are experiencing homelessness in an emergency shelter. The Triage Coordinator will be responsible for implementing triage type services, maintaining, and regulating the facility as well as ensuring a safe and healthy environment.
- **Chief Programs Officer:** The Chief Programs Officer will provide programmatic and financial oversight for all Triage Center services.

Triage Center Manager will supervise the Intake Specialists at the Triage Center and the Chief Programs Officer will supervisor the Case Managers at the Triage Center and the MAP Point Navigator.

PERFORMANCE OUTCOMES

Poverello House shall provide complete and accurate monthly activity reports to the City of Fresno, in a report format approved by the City by the 10th of each month.

Poverello House shall meet the following outcomes:

- From September 1, 2024, through June 30, 2025, provide Triage Center emergency shelter services to a minimum of 114 participants.
- A minimum of 100% bed utilization as measured by HMIS.
- A minimum of 89% of participants will be connected to a safe exit from the program, meaning one of the following destinations: rental with or without subsidy, permanent shared-living arrangement with family or friends, Bridge Housing or other emergency housing programs, drug treatment facility, or psychiatric treatment facility.
- 35% of participants will transition to permanent housing.
- 50% of participants will transition to Bridge Housing.
- 75% of participants will attain a safe exit from the program within 90 days.
- Provide homeless services assessment and Diversion pre-screening to a minimum of 724 individuals presenting at the Triage Center annually.
- 90% of individuals presenting at the Triage Center will be linked to community supportive services.
- 10% of individuals presenting at the Triage Center will be successfully diverted to appropriate permanent housing, avoiding entering into shelter.

OTHER REQUIREMENTS

REPORTING

- Provide a client census, including unique HMIS client ID, client demographic data, date of program entry and exit, and exit destinations on a monthly basis.
- Provide a cumulative program performance report on a quarterly basis, beginning October 1, 2024.
- Provide a bi-annual report on client housing stability, reflecting whether clients that exited to permanent housing remain housed after 6 months. Data may be drawn from HMIS or collected from the clients directly.

MEETINGS

Service Provider shall meet with City not less than quarterly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written

notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

BUDGET SUMMARY

Budget Categories	Amount
Personnel	
Salaries	
.10 FTE Chief Programs Officer	\$ 2,199.99
.70 FTE Triage Coordinator	\$ 29,119.94
5.00 FTE Intake Specialist	\$164,666.35
2.00 FTE Navigator	\$ 69,333.20
Payroll Taxes	\$ 63,676.68
Benefits	\$ 22,950.14
Subtotal	\$265,319.49
Services & Supplies	
Client Personal Supplies	
Program Supplies	\$12,000.00
Communication	\$ 1,020.00
Office Expenses	\$ 250.00
Subtotal	\$13,270.00
Facility Costs	
Utilities	\$12,500.00
Subtotal	\$12,500.00
Indirect Costs	
Indirect Costs	
Subtotal	\$37,771.63
Total	\$415,487.97

CLARIONS POINTE SUMMARY OF SERVICES

Shelter services at the Clarion will include the following:

- Shelter Management Staff and Oversight
- 30 bridge housing beds
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time licensed clinicians and one contracted licensed clinician that are registered with the Board of Behavioral Sciences (BBS) to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 1 Client navigator that will create a supportive service and housing plan for individuals at the Clarion
- 9 Client Service Specialists (24-hour staff)
- 2 Security Specialists (Poverello House employees)
- 2 Housing Stability Case Managers (Additional case management once housed)
- 3 meals per day (Poverello House will leverage \$54,750 of in-kind support to provide 3 meals per day)
- Linen service
- 1 C-train for client storage
- Office supplies, IT, and facilities management

All housing services at Poverello House are part of the community's coordinated entry system. All client data is entered into the Homeless Information System (HMIS). Below is an outline of Poverello House's emergency shelter programs:

- All access sites and self-referrals can refer clients to Poverello House's emergency shelters.
- An Intake Specialist will administer the pre-screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- During the initial pre-screening process, Diversion will be practiced. This would include utilizing the client's existing resources, such as family reunification, linkages to friends, and possible safe sleeping environments. Identifying emergency needs and Diversion occurs in the pre-screening process.
- If Diversion has been exhausted or is inappropriate, the intake process begins for the shelter beds. An intake process will include the universal data elements (Gender, race, length to homelessness, age and veteran status) from the client.
- Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager.

- At this point, the client's data will be entered into HMIS.
- The case manager will meet with the client and create an action plan to address immediate emergency needs, potential supportive services and a housing plan.
- Once emergency needs are identified, the case manager will work on a housing plan that may include administering the VI-SPDAT to the client.
- The case manager will have weekly meetings with clients to implement supportive service plans and housing goals.
- The case manager provides and will leverage community resources for transportation, documentation, and other supportive services.
- Clients will have access to meals, showers, laundry service, and mental health services.
- The case manager will work on increasing income and identifying any barriers to housing.
- Once a housing plan is set and the basic documentation is secured, a match form is submitted to the community housing matcher.
- Once the match form has been submitted and a housing program has been identified and accepted, the case manager will assist the client in securing potential housing through apartment searches and other viable housing options.
- Once housed the case manager will follow-up with the client at least once per month to ensure the client's housing is secure and provide support if they need additional services.
- The housed client can still access all services at Poverello House, including MAP Point, the Enrichment Center and other supportive services to ensure their success in housing.

Goals/Outcomes for 30 Bridge Housing beds at Clarion Pointe (Hope Pointe):

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 73 unique individuals will be served.
- A minimum of 58 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 43 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 39 clients will maintain stability through housing stability case manager (90% will remain housed 12 months after exiting to permanent housing).
- 60% of those exiting to permanent destinations will do so within 180 days of program entry.

Maintenance and Repair: Service Provider shall keep the Property, including, without limitation, all buildings, common areas, and other improvements on the Property, in good

order, repair, and condition so that the Property is maintained in a first-class condition equal to or better than competing projects and other similar projects managed by Service Manager in accordance with the then-current Budget approved by City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without City's consent only for emergency repairs to the Property that are immediately required to be made for the preservation and safety of the Property, to avoid the suspension of any essential service to or for the Property, or to avoid danger to life or property at the Property (Emergency Expenditures), provided that Service Provider shall give City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with City prior to making any Emergency Expenditures.

Compliance: Service Provider shall operate and maintain the Property, in compliance with, and in the performance of its duties hereunder shall abide by, all statutes, laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any national and local government and appropriate agencies, departments, commissions, or boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement"). Service Provider further agrees promptly to remedy any violation of a Requirement at City's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Service Provider shall obtain City's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in the Maintenance and Repair section above.

Service Contracts: Service Provider may negotiate and execute contracts with independent contractors for services required in the ordinary course of business in operating the Property, including, without limitation, contracts for security protection, cleaning and janitorial service, utilities, and, to the extent applicable, internet, boiler, and HVAC maintenance; provided, however, that (i) except as otherwise approved by City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or City without cause on thirty (30) days' notice; and (ii) the nature and cost of the services to be contracted for are included in the then-current Budget approved by City.

Meetings: Service Provider shall meet with City not less than monthly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

Data Collection: Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA).

Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

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