

## **THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) effective as of this 1st day of February 2022, amends the Agreement entered into between the City of Fresno, a municipal corporation (City), and Turning Point of Central California, Inc., a California Corporation (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement on July 1, 2019 (Agreement), to provide professional **TRIAGE CENTER SERVICES** for the **HOMELESS EMERGENCY AID PROGRAM (HEAP)** (Agreement), for a total fee of \$1,480,000; and

WHEREAS, City and Consultant entered into a First Amendment to the Agreement on March 18, 2021, to increase the number of triage beds from 37 at one location to 80 beds at two locations and increase for a total fee of \$1,863,000; and

WHEREAS, City and Consultant entered into a Second Amendment to modify the Agreement on July 1, 2021, to extend the contract term to June 30, 2023, and increase funding by \$2,605,696.19 using **HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP)**, for a total fee of \$4,513,696.19; and

WHEREAS, City and Consultant desire to enter into a Third Amendment to increase the compensation for the triage center services by \$346,080 for 24-hour security services at Golden State Triage Center, 1415 West Olive Avenue, Fresno, CA 93728, site through June 30, 2023, using Homeless Housing, Assistance, and Prevention (HHAP) program funds for a total fee of \$4,858,776.19

### **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. The Consultant's sole compensation for satisfactory performance of all services required or render pursuant to the agreement shall be increased by \$346,080 for a total fee of \$4,858,776.19.

2. Exhibit A (Scope of Work) is deleted in its entirety and replaced with the attached "Revised Exhibit A" to reflect the addition of 24-hour onsite security.

3. The Consultant's additional funding in the amount of \$346,080 shall be paid using HHAP funds.

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto 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.]



**EXHIBIT D**  
**“REVISED EXHIBIT “A”**

**SCOPE OF WORK**

**Consultant Service Agreement between City of Fresno (the City)  
And TURNING POINT OF CENTRAL CALIFORNIA, INC. (the Consultant) for TRIAGE  
CENTER SERVICES for the HOMELESS EMERGENCY AID PROGRAM(HEAP)**

**Coordination of Services**

Golden State Triage center (GSTC) will provide low-barrier access to emergency shelter coupled with intensive housing-focused services to set households on the path to attaining permanent housing. Services shall be offered in coordination with other complementary services as part of the path from homelessness to permanent housing stability. Individuals selected for these services are to be prioritized through the FMCoC Coordinated Entry System (CES) in consultation with participating Coordinated Entry System (CES) agencies.

**Target Population**

Adults experiencing homelessness, or at risk of homelessness, in the City of Fresno regardless of sexual orientation, marital status, or gender identification.

**Data Collection**

The program will be a CES Assessment Site, creating an opportunity for each person accessing shelter to be entered into CES through the administration of the VulnerabilityIndex-Service Prioritization Decision Assistance Tool (VI-SPDAT).

**Triage Center**

GSTC will provide 24-hour emergency shelter services to adults experiencing homelessness, as well as their partners and pets, with low-barrier access to shared accommodations with on-site, housing-focused services including diversion, housing placement, connection to community resources, and stabilization of health issues.

**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 in a building, formerly served as a motel with two to four beds in each room, allowing the program to accommodate households with varying service and privacy needs. The facility will be located at 3547 S. Golden State Blvd., Fresno, CA 93725. The bus line runs along Golden State with the nearest stop approximately 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**

GSTC will utilize a housing first approach to emergency shelter and providing services to guests. 37 shelter beds will serve adults and their partners 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.

All guests will receive the program safety guidelines upon entry and a staff member will go over all policies with them and answer any questions. All reasonable efforts will be made to ensure the safety and security of other guests and staff when admitting guests that are intoxicated or exhibiting symptoms of serious mental illness. Use of harm reduction strategies, configured shelter space to accommodate households with different service needs, and provide staff training on serving people using substances and/or with mental illness. People exhibiting behaviors that pose a serious danger to themselves or others may not be admitted.

Shelter will be provided regardless of sexual orientation, marital status, or gender identification. The program will be low barrier with no requirements with regard to income, sobriety, or compliance with mental health treatment, and minimal rules in place, with the majority of the rules pertaining to safety and security of guests. Guests may be absent for a maximum of seventy-two (72) hours without contact and still retain their spot.

Guests will be registered and agree to services provided. Staff will prescreen guests for potential Diversion services and if deemed eligible, refer immediately to a Diversion program staff. Self-referrals will be accepted, FMCoC CES referrals and where appropriate, Law Enforcement referrals. Clients referred to GSTC by FMCoC CES will be accepted if vacancies are available.

GSTC will meet all of the minimum requirements for a Coordinated Entry assessment site, including:

1. Having use access to HMIS;
2. Having at least one (1) staff trained authorized to both use HMIS and conduct the VI-SPDAT assessment;
3. Adhering to CES policies and procedures for conducting assessments and communicating about coordinated entry; and
4. Providing referrals to other community services and resources, as appropriate, upon completion of the standardized assessment.

GSTC will be staffed 24 hours a day, 7 days a week and will maintain a minimum staffing ratio of 1 staff to 20 guests for daytime hours.

Turning Point will subcontract 24-hour security services.

GSTC will provide the following services:

1. Emergency Shelter: GSTC will operate 37 emergency shelter beds at a single location for adults experiencing homelessness in City of Fresno. Basic shelter services provided with include meals. The maximum length of stay will be 90 days, subject to exceptions for documented situations.
2. Case Management: GSTC will 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 will be referred to a Bridge Housing program to prepare to enter permanent housing.
3. Housing Search and Placement: GSTC will provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing.
4. Diversion Pre-Screening: GSTC will assess all people who present for homeless services at GSTC for potential Diversion services.
5. Stabilizing Health Intervention: GSTC will provide services for stabilization of client health issues, including substance use and mental health disorders.

**Staffing**

All staff will be trained in Mental Health First Aid, as well as Pro-Act, so that they are equipped to maintain safety of staff and program guests when working with and admitting persons who are intoxicated or exhibiting symptoms of serious mental illness, while maintaining the safety and dignity of intoxicated or symptomatic guests. Additionally, staff will be trained in harm reduction strategies, NARCAN (Naloxone) administration to aid in the event a participant is suffering from an opioid overdose, and the procedure for connecting participants to the needle exchange service in Fresno.

Turning Point staffing of GSTC as follows:

- 1.00 FTE Program Director/Coordinator
- 1.00 FTE Case Worker
- 6.30 FTE Monitors
- 1.30 FTE Cooks

**Personnel Detail**

- 1 FTE Coordinator will spend 100% of their time dedicated to GSTC. The Program Coordinator will oversee the general operations of the program, represent the program at CES and roundtable meetings, supervise staff employed by GSTC, prepare reports, and ensure all services provided to guests are of high quality and based on individual need.
- 1 FTE Case Manager will spend 100% of their time dedicated to GSTC. The Case Manager will provide comprehensive and individualized case management services to program guests, assist with ensuring all needs of the guests through medication activities, link guests to services in the community with a warm handoff to services that are not delivered onsite, provide transportation, and document all case management activities in well-kept and organized guest files.

- 1.3 FTE Cooks (one full time, one part time) will spend 100% of their time dedicated to GSTC. The Cooks will grocery shop, prepare meals, develop menus based on a balanced and healthy diet, keep inventory of supplies, and keep the snack pantry fully stocked.
- 6.3 FTE (10 part time) Monitors will spend 100% of their time dedicated to GSTC. Monitors will oversee general operations during their shift, provide guests with basic needs (hygiene supplies, meals, clothing, bedding, assistance with laundry), provide crisis de-escalation, respond to emergency situations, and conduct intakes. There will be two Monitors on shift at all times with some exceptions during overnight shifts.

GSTC will be staffed 24-hours a day and guests will not be required to leave the facility for any portion of the day.

### **Referral and Assessment**

Referrals will come from self-referrals, the Coordinated Entry System (CES), or law enforcement, with priority given to CES referrals. In the event the number of referrals exceeds the number of available beds, every effort will be made to transport those that cannot be accommodated to another funded triage center or emergency shelter in the community. If there are no other triage center or emergency shelter beds available, referrals will be prioritized similarly to the criteria used by CES. If available, VI-SPDAT score, length of homelessness and any medical condition or equipment requiring immediate access to shelter will all be considered to determine how to prioritize referrals if there are not enough available beds. Anyone who cannot be accommodated will be encouraged to follow up the following day so that it can be determined if GSTC or another community program can provide shelter.

GSTC will assess each referral for eligibility upon arrival. The following criteria will be used to determine eligibility for client entry:

- All guests must meet the HUD definition of literal homelessness by most recently residing in a place not meant for human habitation.
- All guests will receive a pre-screening for diversion services to determine if diversion is a more appropriate intervention. Anyone deemed eligible for diversion services will be immediately referred to the funded Diversion Services provider.
- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, GSTC staff will call emergency services on their behalf.
- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by GSTC.
- Each guest will be allowed one pet, which will be either housed in a kennel

on the property or with them in their room, depending on guest composition at the time. There will be adequate space to accommodate pets either outside or within the facility.

### **Performance Measurements**