

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I to AGREEMENT (hereinafter "Amendment") is made and entered into this 22nd day of June, 2021, 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 non-profit corporation, whose address is 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-338, effective July 1, 2018, for homeless services in the County of Fresno; and

WHEREAS, COUNTY, through its Department of Social Services (DSS), has received additional grant funding from the United States Department of Housing and Urban Development (HUD) to administer the Coronavirus Aid, Relief, And Economic Security (CARES) Act Allocation of Emergency Solutions Grant- Coronavirus (ESG-CV) to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and CPD Notice 20-08; and

WHEREAS, COUNTY and SUBRECIPIENT would like to amend COUNTY Agreement No. 18-338 to extend the term of the Agreement for an additional year and to provide for additional homeless services to be provided by SUBRECIPIENT, funded by the additional monies described above; and

WHEREAS, SUBRECIPIENT, is willing to continue to support the FMCoC partners and clients, and is able to provide the additional homeless services, and related supportive services to residents of Fresno County defined by HUD to be homeless; and

WHEREAS, the FMCoC has recommended SUBRECIPIENT to provide these additional homeless services in the County of Fresno; and

WHEREAS, the COUNTY continues to have a significant population of homeless individuals in need of services; and

NOW, THEREFORE, in consideration of their mutual covenants, terms, and conditions herein

1 contained, the parties hereto agree as follows:

2 1. That County Agreement No. 18-338, page Two (2), Section Two (2) beginning with
3 Line Five (5), with the number "2" and ending on Page Two (2), Line Eleven (11) with the word
4 "performance", be deleted and the following inserted into its place:

5 **"2. TERM**

6 This Agreement shall be effective on the 1st day of July 2018, through and including June
7 30, 2022."

8 2. That County Agreement No. 18-338, page Three (3), beginning with Line Six (6),
9 with the number "4" and ending on page Four (4), Line Ten (10) with the word "days", be deleted and the
10 following be inserted in its place:

11 **"4. COMPENSATION**

12 For actual services provided as identified in the terms and conditions of this Agreement,
13 COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in
14 accordance with Revised Exhibit B, "Budget Summary," attached hereto and by this reference incorporated
15 herein. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall
16 be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published rate.

17 SUBRECIPIENT agrees to limit administrative costs to a maximum of fifteen percent (15%) of
18 the total program budget and to limit employee benefits to a maximum of twenty percent (20%) of total
19 salaries for those employees working under this Agreement during the term of this Agreement.

20 Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that
21 services have actually been performed by SUBRECIPIENT as specified in this agreement.

22 In no event shall actual services performed under this Agreement be in excess of Six
23 Hundred Eighty-Three Thousand, Fifty-Three and No/100 Dollars (\$683,053.00). For the period of July 1,
24 2018 to June 30, 2019, in no event shall services performed under this Agreement exceed One Hundred
25 Sixty-Four Thousand, Nine Hundred and No/100 Dollars (\$164,900.00). For the period of July 1, 2019 to
26 June 30, 2020, in no event shall services performed under this Agreement exceed One Hundred Sixty-Four
27 Thousand, Nine Hundred and No/100 Dollars (\$164,900.00). For the period of July 1, 2020 to June 30,
28 2021, in no event shall services performed under this Agreement exceed One Hundred Sixty-Four

1 Thousand, Nine Hundred and No/100 Dollars (\$164,900.00). For the period of July 1, 2021 to June 30,
2 2022, in no event shall services performed under this Agreement exceed One Hundred Eighty-Eight
3 Thousand, Three Hundred Fifty-Three and No/100 Dollars (\$188,353.00). It is understood that all expenses
4 incidental to SUBRECIPIENT's performance of services under this Agreement shall be borne by COUNTY.

5 Except as provided below regarding State payment delays, payments by COUNTY shall be in
6 arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
7 verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. All final claims and/or any final
8 budget modification requests shall be submitted by SUBRECIPIENT within sixty (60) days following the final
9 month of services for which payment is claimed. No action shall be taken by COUNTY on claims submitted
10 beyond sixty (60) day closeout period.

11 The services provided by SUBRECIPIENT under this Agreement are funded in whole or in
12 party by the State of California. In the event that funding for these services is delayed by the State
13 Controller, COUNTY may defer payment to SUBRECIPIENT. The amount of the deferred payment shall not
14 exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral
15 by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY
16 plus forty-five (45) days.

17 If SUBRECIPIENT should fail to comply with any provision of the Agreement, COUNTY
18 shall be relieved of its obligation for further compensation. Any compensation which is not expended by
19 SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall automatically revert to
20 COUNTY."

21 3. That all references in COUNTY Agreement No. 18-338 to Exhibit A
22 shall be changed to read "Revised Exhibit A," which is attached hereto and incorporated herein by this
23 reference.

24 4. That all references in COUNTY Agreement No. 18-338 to Exhibit B
25 shall be changed to read "Revised Exhibit B," which is attached hereto and incorporated herein by this
26 reference.

27 5. ELECTRONIC SIGNATURE: The parties agree that this Amendment may be executed by
28 electronic signature as provided in this section. An "electronic signature" means any symbol or process

1 intended by an individual signing this Amendment to represent their signature, including but not limited to
2 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
3 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
4 signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten
5 signature of the person signing this Amendment for all purposes, including but not limited to evidentiary
6 proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid
7 original handwritten signature of that person. The provisions of this section satisfy the requirements of
8 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division
9 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
10 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
11 paragraphs (1) through (5), and agree that each other party may rely upon that representation. This
12 Amendment is not conditioned upon the parties conducting the transactions under it by electronic means
13 and either party may sign this Agreement with an original handwritten signature.

14 COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend Agreement No.
15 18-338 and, that upon execution of this Amendment I, the original Agreement, and Amendment I shall
16 together be considered the Agreement.

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


20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as of the
2 day and year hereinabove written.

3 **SUBRECIPIENT:**
4 **WestCare California, Inc.**

COUNTY OF FRESNO

5 By: _____

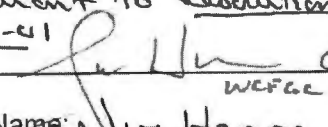

Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

7 Print Name: Shawn Jenkins

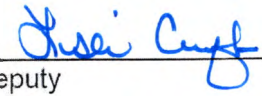
8 Title: Dept COO
9 Chairman of the Board, or
President, or any Vice President

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

11 *Attesting to the authority of
12 the Dept COO to execute
pursuant to Resolution WCCA
2021-01*

13 By:  05/28/2021
WCCA

14 Print Name: Jim Hanna

By: 
Deputy

15 Title: Corporate Secretary
16 Secretary (of Corporation), or
17 any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

18
19
20 Mailing Address:
21 1900 N. Gateway Blvd., Suite 100
22 Fresno, CA 93727
23 Phone No: (559) 251-4800
24 Contact: Deputy Chief Operating Officer

23 FOR ACCOUNTING USE ONLY:

24 Fund/Subclass: 0001/10000
25 ORG No.: 56107001
26 Account No.: 7870/0
27
28

SUMMARY OF SERVICES

ORGANIZATION: WestCare California, Inc.

ADDRESS: 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727

TELEPHONE: 559-251-4800

CONTACTS: Shawn Jenkins, Senior Vice President

EMAIL: shawn.jenkins@WestCare.com

CONTRACT: Housing Matcher and Community Coordinator for the Fresno Madera Continuum of Care Coordinated Entry System

CONTRACT BUDGETS: July 01, 2018 to June 30, 2019 - \$164,900
July 01, 2019 to June 30, 2020 - \$164,900
July 01, 2020 to June 30, 2021 - \$164,900
July 01, 2021 to June 30, 2022 - \$188,353*

*Funding for additional Housing Matcher (\$38,353) available through 12/31/21 only.

SUMMARY OF SERVICES

WestCare will employ two full-time Matcher/Community Coordinator positions to facilitate the Coordinated Entry System (CES) through centralized intake, assessment, and provide housing matching for Fresno Madera Continuum of Care (FMCoC) participants. WestCare staff will ensure that outreach events are coordinated with participation from FMCoC providers and encompass the entire County. 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.

For the period of July 1, 2021 through December 31, 2021, WestCare shall employ an additional full-time Housing Matcher to perform the functions as noted above. This position will be funded to support the additional influx of clients served through the Coordinated Entry System to permanently house those in emergency shelter due to the COVID-19 pandemic.

For the first three 12-month periods of this agreement only, WestCare will also provide training to the FMCoC to enhance the coordination between agencies and ultimately provide individuals with the best options for housing services. Supplies for Coordinated Entry may be secured for the use of all member agencies of the FMCoC. These supplies will only be available to member agencies for Coordinated Entry related purposes.

SUBRECIPIENT RESPONSIBILITIES

- Serve as the lead for the CES 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.
- Maintain a data system where each client's unique client identifier and consent form are connected to his/her personal identifying information.

- Lead case management conferencing to ensure that each individual or family has a housing navigator assigned to them and assists housing navigators in properly tracking the document collection process.
- Serve as a primary CES point of contact to FMCoC providers.
- Collaborate with the FMCoC to assist and cooperate with the improvement of the CES.
- 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):
 - 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, 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 in addition to one full-time Housing Matcher from July 1, 2021 through December 31, 2021. 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

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

For each 12-month period, subrecipient shall meet the following outcomes:

- 200 individuals will be matched to an appropriate housing intervention.
- 100% individuals will be housed within 120 days.

For the 6-month period from July 1, 2021 through December 31, 2021, these additional outcomes shall be met:

- 50 individuals will be matched to an appropriate housing intervention.

WestCare California, Inc. Budget

July 01, 2018 to June 30, 2019

Rapid Re-housing

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		
Other (training and training travel as authorized by County)		
Subtotal	\$	140,000.00

Training and Supplies

FMCoC Training and Supplies	\$	20,000.00
Subtotal	\$	20,000.00

Administration

Administration costs	\$	4,900.00
Program Administration		
Mileage		
*Training		
Subtotal	\$	4,900.00
Total:	\$	164,900.00

*As allowed by 24 CFR 576.108(a)(2)

WestCare California, Inc. Budget

July 01, 2019 to June 30, 2020

Rapid Re-housing

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		
Other (training and training travel as authorized by County)		
Subtotal	\$	140,000.00

Training and Supplies

FMCoC Training and Supplies	\$	20,000.00
Subtotal	\$	20,000.00

Administration

Administration costs	\$	4,900.00
Program Administration		
Mileage		
*Training		
Subtotal	\$	4,900.00
Total:	\$	164,900.00

*As allowed by 24 CFR 576.108(a)(2)

WestCare California, Inc. Budget

July 01, 2020 to June 30, 2021

Rapid Re-housing

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		
Other (training and training travel as authorized by County)		
Subtotal	\$	140,000.00

Training and Supplies

FMCoC Training and Supplies	\$	20,000.00
Subtotal	\$	20,000.00

Administration

Administration costs	\$	4,900.00
Program Administration		
Mileage		
*Training		
Subtotal	\$	4,900.00
Total:	\$	164,900.00

*As allowed by 24 CFR 576.108(a)(2)

WestCare California, Inc. Budget

July 01, 2021 to June 30, 2022

Rapid Re-housing

Personnel Salaries	\$	127,880.00
Housing Matcher (1.0 FTE)		
Housing Matcher (1.0 through 12/31/21)*		
Community Coordinator (1.0 FTE)		
Supervisor (0.10 FTE)		
Payroll Taxes	\$	13,300.00
Benefits	\$	11,253.00
Insurance	\$	3,453.00
Operational	\$	12,286.00
Communications		
Office supplies		
Equipment		
Facilities		
Travel Costs		
Other		
Subtotal	\$	168,172.00
Indirect		
Indirect costs	\$	20,181.00
Subtotal	\$	20,181.00
Total:	\$	188,353.00

*Funding for this position only available through 12/31/21.